

**BOONTON TOWNSHIP POLICE
SALARY AND BENEFITS CONTRACT**

between

TOWNSHIP OF BOONTON

AND

BOONTON TOWNSHIP PBA LOCAL 392

JANUARY 1, 2012 THROUGH DECEMBER 31, 2016

PREPARED BY:

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PREAMBLE

This Agreement entered into this 12th day of December, 2011 by and between the **Township of Boonton**, in the County of Morris, State of New Jersey, hereinafter called the "Township" and **Officers of the Boonton Township Police Department**, hereinafter called the "Policemen", who are members of the P.B.A. Local 392, represents the complete and final understanding on all bargainable issues between the Township and the Policemen.

ARTICLE I

TERMS OF THE AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2012 and ending December 31, 2016.

ARTICLE II

RECOGNITION AND SCOPE

The Township hereby recognizes all regular Police Officers of Boonton Township as participants in this contract, except the Chief of Police and the Lieutenants.

ARTICLE III

EMPLOYEE'S RIGHTS

A. The Policemen will have the right to take a grievance on any issue involving his working conditions, employment, promotion, or infringement of rights. All grievances shall be processed in writing through the chain of command.

B. The State delegate, if elected, shall be given time off to attend the P.B.A. Convention and receive expenses up to \$100.00 from the Township.

ARTICLE IV

SALARY

A. Each police officer covered by this Agreement shall receive salary compensation in accordance with the following schedule:

Police Officer	Current	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Academy	NA	\$37,500	\$37,500	\$37,500	\$38,250	\$38,250
Probation	\$49,250	\$45,000	\$45,000	\$45,000	\$45,900	\$44,861
1	\$57,851	\$52,200	\$52,200	\$52,200	\$53,244	\$51,471
2	\$64,315	\$56,850	\$56,850	\$56,850	\$57,987	\$58,082
3	\$71,038	\$61,700	\$61,700	\$61,700	\$62,934	\$64,692
4	\$77,760	\$69,905	\$69,905	\$69,905	\$71,303	\$71,303
5	\$85,259	\$77,950	\$77,950	\$77,950	\$79,509	\$77,914
6	\$93,702	\$83,700	\$83,700	\$83,700	\$85,374	\$84,524
7	NA	\$89,550	\$89,550	\$89,550	\$91,341	\$91,135
8	NA	\$95,826	\$97,993	\$99,953	\$101,952	\$103,991

Officer Marmara shall be placed at Step 7 on January 1, 2012, Officer Cacciabeve shall be placed on step 6 on January 1, 2012 and step 7 on December 1, 2012, and Officer Raffo shall be placed on step 6 on January 1, 2012 and step 7 on September 1, 2012.

Sergeants	Current	1/1/2012	1/1/2013	1/1/2014	1/1/2015	1/1/2016
Step 1	\$96,829	\$99,266	\$101,251	\$103,276	\$105,342	\$107,449
Step 2	\$98,861	\$101,157	\$103,180	\$105,244	\$107,349	\$109,496
Step 3	\$100,536	\$103,047	\$105,108	\$107,210	\$109,354	\$111,541

B. Salary increments for all police officers promoted will be paid on the anniversary date of the promotion until one year in rank has been achieved. Thereafter, salary increments will be paid on January 1st of each year.

C. Longevity shall be paid in 24 equal payments to eligible police officers in addition to the current base salary on following basis:

- 1 through 5 years-0% of current base salary
- 6 through 10 years-2% of current base salary
- 11 through 15 years-3% of current base salary
- 15 years and over-4% of current base salary

Any police officer commencing employment after January 1, 1988 is not entitled to longevity pay. (see Article X Retirement and Death Benefits, A Paragraph 2)

E. Salaries will be effective on January 1 of each year. Longevity pay for eligible officers will be in addition to base pay but will become effective as of the anniversary date of the police officer's employment with the Township of Boonton.

ARTICLE V

HOURS AND OVERTIME

A. **Work period:** All policemen covered by this Agreement shall be scheduled to work a 28 day work period in accordance with the hours established by a duly adopted resolution of the Township Committee of the Township of Boonton.

B. **Overtime:** All policemen shall be compensated for hours worked in excess of 160 hours per 28 work day cycle at one and one-half (1 ½) times their regular rate of pay.

C. **Compensatory time:** All policemen shall have the option to receive overtime compensation in cash or in the form of compensatory time off. Compensatory time shall be calculated at the rate of one and one-half (1-1/2) hours for each hour actually worked in excess of 160 hours per 28 work day cycle. Compensatory time may be taken upon the giving of reasonable notice and at the discretion of the Chief of Police. Effective January 1, 2012, officers may not carry over from year to year, more than 72 hours of SAT time. . Any SAT time that an officer has accrued in excess of 72 hours that remains in his bank as of December 31 will be paid to that officer in the succeeding January at the rate of pay for the year in which it was accrued. All officers who as of January 1, 2012, have SAT time banks in excess of 72 hours shall be

allowed to carry-over the amount in their bank as of that date. If the bank is used down to t 72 hours, those officers shall not be able to carry-over more than 72 hours. All officers may elect to have their cashed-in SAT time deposited in their Valic Deferred Compensation account subject to the maximum contribution permitted by law.

D. **Court appearances:** All court appearances by off-duty officers shall be compensated at the officer's overtime rate for a minimum of three (3) hours at time and one-half.

E. **Special duty:** The Township agrees to pay for a minimum of four (4) hours at the officer's overtime rate of pay for unscheduled call-out time when an off-duty policeman is called in to duty outside of his regular shift or on his regular day off. An officer shall not be entitled to the four (4) hour guarantee if he agrees to an early call in that is contiguous to the start of his shift and agrees to work on overtime on an hour for hour basis. Early call-ins that are due to exigent circumstances, even if contiguous to the officer's shift, shall be entitled to the four (4) hour minimum.

F. **Schedule:** The work schedule is attached hereto and made part of this Agreement as Schedule "B".

ARTICLE VI

OFF-DUTY POLICE SERVICES

A. All requests for voluntary off-duty services by any company, corporation, organization or person shall be made to the Township via the Police Department. Such request shall be in writing. Only normal police activities, such as, but not limited to, traffic control and crowd control, will be provided. All requests for off-duty services shall be reviewed and approved by the Chief of Police or his designated agent. Payments for such services shall be made to the Township in accordance with the Township Fee Schedule.

B. The rate of compensation for such services shall be a flat rate for all police officers participating in off-duty services in accordance with the Township Fee Schedule.

C. Compensation for the off-duty services shall be paid to the police officer, less administration costs to the Township, as soon as practical after payment is received from the contracted party.

D. All voluntary off-duty services worked shall not be considered as a call to duty or overtime.

ARTICLE VII

HOLIDAYS

A. All police officers shall be paid for no less than thirteen (13) holidays in twenty-four (24) payments throughout the year. For officers and Sergeants hired prior to January 1, 2012, the holiday rate shall be based on the annual salary of a top paid patrol officer (i.e., top patrol base pay/2080x104). For officers hired on or after January 1, 2012, and for all officers commencing January 1, 2015, holiday pay shall be based on an officer's actual hourly rate (i.e. base pay/2080x104).

B. In addition to those referenced above, the policemen shall receive all holidays that are declared legal holidays by the President of the United States and/or the Governor of the State of New Jersey.

C. Effective January 1, 1991 and thereafter; holiday pay shall be included in base pay.

D. Officers shall not receive extra compensation for working on a contractually designated holiday, or as provided in paragraph B.

ARTICLE VIII

EDUCATIONAL BENEFITS

A. The present practice of paying 100% of tuition and books for all policemen enrolled in a course in criminal justice sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator, at a fully accredited college shall be continued provided a grade of C or better is received in said course. Reimbursement by the Township shall not exceed 6 credits per semester and shall not exceed 18 credits per year per officer.

B. The Township agrees to pay an annual \$1,000.00 stipend for all policemen securing an associate's degree in criminal justice, sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator. An annual \$1,750.00 stipend will be paid for all policemen securing a bachelors degree under the same conditions as provided herein for an associate's degree. The aforesaid degrees must be obtained at a fully accredited college. These stipends shall be paid to officers hired prior to January 1, 2012, only.

C. The Township agrees to the practice of paying 100% of tuition and books for Sergeants enrolled in a course of Graduate Studies in criminal justice, sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator. The aforesaid course must be at a fully accredited college and a grade of C or better must be received in said course. Reimbursement by the Township shall not exceed 6 credits per semester and shall not exceed 18 credits per year per Sergeant.

D. Payments under this article shall be paid in twenty-four (24) payments throughout the year.

ARTICLE IX

MOTOR VEHICLE REIMBURSEMENT

Any policemen using a private motor vehicle on official police business or college attendance under educational benefit, with the approval of the Chief of Police, will be compensated at the rate of twenty cents (\$0.20) per mile.

ARTICLE X

RETIREMENT AND DEATH BENEFITS

A. Upon retirement after 25 years of service with the Township of Boonton, each policemen shall be entitled to an annual retirement supplement from the Township of seven hundred and fifty dollars (\$750.00) to be paid to the retiree, commencing with the date of retirement, and on each anniversary date of retirement thereafter. The said benefit shall terminate on the 65th birthday of the retiree.

This benefit is available to all qualifying policemen and is intended with respect to policemen hired after January 1, 1988 to be lieu of longevity pay. Those policemen who are currently working for the Township, as of January 1, 1994, shall be allowed to include all service in the Police and Firemen's Retirement System for purposes of qualifying for this benefit.

Employees hired after January 1, 1994, must have at least 25 years of service with Boonton Township to receive the retirement supplement.

B. Death benefits: The Township agrees to maintain death benefits of three and one-half (3-1/2) times salary for all Boonton Township policemen or as provided under New Jersey State Employees Pension and Annuity Fund.

ARTICLE XI

HOSPITAL AND LIFE INSURANCE BENEFITS

- A. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program presently in existence.
- B. The Township agrees to pay any police officer of the Township full salary while said policemen is out of work due to job-incurred injury for a maximum period of one year, less moneys received from Worker's Compensation or allied insurance on payroll.
- C. Effective in the first pay period of January 2012, officers shall contribute to the cost of the New Jersey State Health Benefits Program premium as required by law, Chapter 78, P.L. 2011. A copy of the contribution schedule is attached to this Agreement as Schedule A. All employees hired on or after January 1, 2012 shall contribute based upon the year 4 rates.
- D. An "Opt-Out" Plan is available for employees who choose to decline coverage in exchange for a waiver payment. The "Opt-Out" Plan shall be established at a fifty percent/fifty percent (50%/50%) split on premium savings. The "Opt-Out" Plan shall provide for an annual thirty (30) day window to opt back in and allow reentry into coverage in the event of a life changing event which results in the loss of coverage. For employees not participating in the "Opt-Out" Plan prior to January 1, 2012, waiver payments shall be limited to 25% of the premium savings or \$5000, whichever is less.

ARTICLE XII

SICK LEAVE

- A. All policemen covered under this Agreement are entitled to 120 hours of sick leave per year with 720 hours accumulation.

B. Sick leave compensation: At the end of each calendar year, the Township will pay the policemen one day's pay for each two days accumulated over 90 days at the rate of the policemen's base salary.

C. The policemen must present a medical doctor's certification after three (3) days consecutive absence.

ARTICLE XIII

EMERGENCY LEAVE AND COMPENSATORY TIME

A. Emergency leave of up to five (5) days shall be granted by the Township without loss of pay for death in the immediate family of policemen. Immediate family includes all individuals who are part of the household responsibility. All emergency leave is subject to the review and approval of the Chief of Police.

B. Emergency leave of one (1) day shall be granted for other immediate relatives on the day of the burial. Exceptions to this provision may be made at the discretion of the Chief of Police with the advice and consent of the Township Committee.

C. Each officer shall receive three (3) twelve (12) hour personal days per annum to attend to personal business and exigencies; permission for the use of said days shall be at the discretion of the Chief of Police.

ARTICLE XIV

VACATION DAYS

- | | | |
|--|---|----------------------------|
| A. For the First Year through the Fifth Year | - | 80 Hours of vacation time |
| Sixth Year through the Tenth Year | - | 120 Hours of vacation time |
| Eleventh Year through the Twentieth Year | - | 160 Hours of vacation time |

After Twenty 20 Years of Service - 8 Additional Hours shall be granted for each year to a Maximum of 200 Hours of vacation time

B. All of the vacation days earned in a given calendar year must be used during the same current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines that such days may not be taken due to pressure of work. Notwithstanding the preceding sentence, a maximum of 120 hours of vacation time may be carried into the next succeeding calendar year or, at the option of the employee, such day(s) may be cashed in for payment at the end of that current calendar year. If the vacation days which are carried over are not cashed in, then such vacation days must be used during the year in which they were carried over unless the employee has less than fifteen days vacation credited for that calendar year in which case the employee shall be permitted to carry over a maximum of 120 hours into the following year.

C. Effective January 1, 2006, any employee who prior to January 1, 2006, had accumulated more than 15 vacation days may either continue to bank those previously accumulated vacation days or cash in any portion of those days for payment by the end of the calendar year 2006.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a policeman of any rank, or the representative based on the interpretation of the work contract (violations thereof) of a specific claim of inequity incurred by a policeman in his employment or promotion.

2. An aggrieved person is the person making the claim.

3. A party in interest is the person or persons who might be required to take action or action might be taken against in order to resolve the claim.

4. A policeman is a full time officer of any rank within the Police Department of Boonton Township.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting policemen. Both parties agree that the proceedings at any level of the procedure in accordance with the law.

C. Grievance

Should any dispute, or difference, arise between the Township and the Representative or its member as to the interpretations, application, or operation of any provision of the work contract or arise from the lack of equality in employment or promotion, both parties shall endeavor to settle it in the simplest and most direct manner. The procedure shall be as follows, unless any step is waived by mutual consent:

1. **FIRST:** Between the grievant and the Chief of Police within ten (10) days after the event causing the grievance. The grievance may be reduced to writing or be informally oral. The Chief shall forward his answer within three (3) days following the meeting

2. **SECOND:** If the grievance is not settled at the first step to the satisfaction of the grievant, the grievant may make a written request for a second step meeting within twenty (20) days with the Township Committee, or its designee. The grievant may appear with a representative. The Committee or its designee will answer the grievance within twenty (20) days.

3. THIRD: If the aggrieved is not satisfied with the results of Step Two, he may, within fifteen (15) days notify the Committee that he wants the matter taken to binding arbitration.

a. Within ten (10) days after such written notice of submission to arbitration, the Township Committee or its designee and the grievant shall sit down and mutually agree upon an arbitrator. If the parties cannot find such a person, then request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by the aggrieved. The parties shall then select such an arbitrator.

b. The arbitrator so selected shall confer with representatives of both parties and shall hold a hearing as promptly as possible and shall render a decision within twenty (20) days of the hearing, or if oral hearings have been waived by both sides, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall set forth his findings of fact and conclusion on the issues submitted.

c. The arbitrator shall be without power to make a decision, which requires the commission of an act prohibited by law or which violates the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously and shall be binding on both sides.

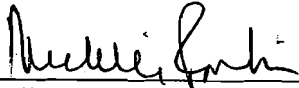
d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the grievant. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE XVI

MISCELLANEOUS ITEMS

- A. Each policeman shall receive uniforms and the Township will replace damaged uniforms.
- B. In accordance with N.J.S.A. 40A: 14-155 and in the circumstance set forth in that enabling legislation, the Township agrees to provide legal representation by counsel who is to be MUTUALLY AGREED upon by the Township Committee and the policeman or policemen seeking representation.
- C. Policemen will not be required to take a polygraph in any given departmental hearing.
- D. Policemen will not have their departmental hearings prior to their criminal trial so as not to prejudice their standing with a jury.
- E. The Township shall maintain full insurance to cover any claim of false arrest, both inside and outside the Township.
- F. Policemen shall be reimbursed for expenses incurred while attending police school, including clothing, travel expenses, lodging, meals, equipment and books with the approval of the Chief of Police.
- G. The Township agrees that time lost as a direct result of injury in the line of duty shall not be deducted from sick leave due policemen.
- H. The Township agrees to maintain the present retirement plan with the State of New Jersey - (Police and Fire Retirement System).
- I. All existing benefits will be included in the Agreement.
- J. This Agreement is effective and retroactive to January 1 of each year.

TOWNSHIP OF BOONTON



Michelle Rankin,
Mayor

BOONTON TOWNSHIP PBA LOCAL 392



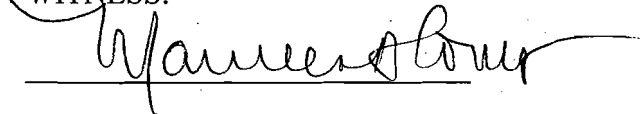
Peter Ricciardi,
PBA President

ATTEST:



Barbara Shepard
Municipal Clerk

WITNESS:



Appendix A – Health Benefit Contribution Schedules (1 of 3)

How to use these tables:

1. The following three tables are used to determine the percent of the health benefit cost an employee contributes towards during the phase-in period and the full payment requirement (4th year). The tables cover single, employee “plus” (children, spouse, or partner), and family coverage.
2. Use the table that reflects the type of coverage chosen by the employee; then find the employee’s base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
3. Regardless, the employee’s contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.
4. The tables are based on a 12 month salary.

SINGLE COVERAGE

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%

Appendix A – Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

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%

Appendix A – Health Benefit Contribution Schedules (3 of 3)

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

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%

SCHEDULE B

4/4 WORK SCHEDULE

1. The Chief of Police and the PBA have jointly developed a 4/4 - 12 hour schedule for patrolmen of the Patrol Force, which is based upon a twenty-eight (28) day work period consisting of four (4) consecutive twelve (12) hour days on duty followed by four (4) consecutive days off with a maximum of one hundred sixty (160) scheduled hours. Said schedule also consists of rotating shifts where an officer rotates his shift after two cycles of each shift.

2. The Chief of Police shall determine the manning levels (that is, the exact number of patrolmen) for each of the two shifts and squads that are necessary for the 4/4 - 12 hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustments shall be in the best interest of the Department.

3. Except in the event of emergency as determined solely in the discretion of the Chief, Sergeants shall remain on the 5/2 - 8 hour schedule.

HOURS OF WORK AND ABSENCES FROM DUTY

1. Under the Department's prior work schedule, all sworn officers of the Department were scheduled to work a series of 8-hour workdays resulting in a total of 2,080 scheduled work hours per 52-week calendar year for which each officer receives a contractually specified annual salary. Also within the collective negotiations agreement were certain provisions, which permit an officer to be absent from duty for varying numbers of 8-hour days, which are credited as hours, worked and included in the aforementioned 2080 annual work hours.

2. Under the 4/4 – 12 hour schedule, officers working the 4/4 - 12 hour schedule are scheduled to work 12-hour as opposed to 8-hour days. Throughout an entire 52-week calendar year, said schedule would result in a total of 116 scheduled work hours over the contractually established 2080 annual scheduled work hours. Since the existing collective negotiations agreement salary scales are based upon 2,080 scheduled hours, the additional 116 scheduled work hours generated by the 4/4 - 12 hour schedule would pose a significant overtime liability to the Township. However, both the Township and the PBA agree that overtime is based upon actual hours worked, and not hours scheduled, therefore, both the Township and the PBA agree that an officer working the 4/4 - 12 hour schedule shall only be entitled to overtime compensation for those additional scheduled work hours that said officer actually works over and above the 2080 scheduled hours for the year. Furthermore, the Township and the Policemen agree that in calculating the total number of hours worked within a 52-week calendar year, said calculations shall include only those non-overtime hours worked which are scheduled by the Chief of Police or otherwise provided for in this Addendum, and shall exclude all overtime hours worked and otherwise compensated as a result of the various overtime provisions contained in the existing collective negotiations agreement including sections A, B, C, D and E of ARTICLE V as modified in this Addendum.

3. Both the Township and the PBA recognize that within the collective negotiations agreement are certain provisions which permit an officer to be absent from duty for varying numbers of 8-hour workdays (i.e., vacation and personal leave only) which, if utilized, are credited as hours worked and included as such in the officer's 2,080 annual salaried work hours. Bereavement leave shall remain as currently provided. The Township and the Policemen also recognize that those officers working the 4/4 - 12 hour schedule work 12-hour as opposed to 8-

hour workdays. The Township and the PBA agree, therefore, that, except as otherwise provided for in this Addendum, those officers working the 4/4 - 12 hour schedule shall utilize such compensated leave days in 12-hour blocks as opposed to 8-hour blocks. The Township and the PBA further agree that, when an officer utilizes such 12-hour leave day eight (8) hours of said leave day shall be credited as scheduled hours worked and included in the officer's 2,080 salaried contractual hours. The remaining four (4) hours utilized shall be deemed as additional schedule hours not worked, and shall be debited from the total number of scheduled excess work hours (those work hours over and above 2,080 work hours) generated by the 4/4 – 12 hour schedule. The parties further agree that sick leave shall accrue and be utilized based upon twelve (12) hour days. Therefore, all annual entitlements and banked time for sick leave shall be converted to twelve (12) hour days and utilized accordingly. All Police Officers working the 4/4 12 schedule are entitled to 120 hours sick leave per year with 720 hours total accumulation. Payment of sick leave compensation in accordance with Article XII, Section B, shall be calculated on an hourly basis for all accumulated and banked sick leave hours. Each officer will be paid one (1) hour pay for every two (2) hours accumulated over 720 hours at the rate of the Policeman's base salary.

4. Vacation leave shall also accrue and be utilized based upon 12-hour days as follows: For the first year through fifth year - 80 hours; sixth year through tenth - 120 hours; eleventh through twentieth year - 160 hours and after twenty years of service - eight additional hours shall be granted for each year to a maximum of 200 hours.

5. The Township recognizes that, as a result of managerial adjustments of an officer's work schedule as provided for in this Addendum, an officer working the 4/4 –12 hour schedule may reach a period of time where said officer has an unused number of contractual

compensated leave days and an insufficient number of scheduled excess work hours to charge against the utilization of said unused leave. The Township, therefore, agrees that in the event of such a situation the officer in question shall be permitted to utilize such unused compensated leave days in 4-hour blocks without loss of compensation and irrespective of the fact that the utilization of said unused compensated leave days in 4-hour blocks may result in the officer working less than 2080 scheduled work hours within a 52-week calendar year.

6. The Policemen recognize that, as a result of manpower shortages or personal choice, an officer working the 4/4 - 12 hour schedule may work a 52-week calendar year without utilizing all his contractual compensated leave days which may result in said officer actually working a number of scheduled work hours in excess of 2,080 as generated by the 4/4 - 12 hour schedule. Under such circumstances, the officer in question shall be compensated for said excess hours worked at the rate of one hour straight compensatory time for each scheduled excess hour worked.

OVERTIME

1. Article V of the existing collective negotiations agreement shall be in full force and effect for those officers working the 4/4 - 12 hour schedule.
2. The premium overtime for any officer working the 4/4 - 12 hour schedule shall be defined as all work performed in excess of 160 hours in the 28-day work cycle.
3. The hourly rate shall be calculated by dividing the annual salary by 2,080.

EXTENDED ABSENCES FROM DUTY

At the discretion of the Chief of Police, an officer working the 4/4 - 12 hour schedule, who is or shall be absent from duty for eight (8) or more consecutive work days for reasons of

illness, injury or military leave, may be temporarily placed on a 5/2 (8-hour day) 40-hour workweek schedule for the duration of said absence.

TRAINING

At the discretion of the Chief of Police, an officer working the 4/4 - 12 hour schedule may be temporarily placed on a 5/2 (8—hour day) 40-hour workweek schedule for training purposes when said training exceeds a four (4) day period. This shall include any probationary officers during the first twelve (12) months of employment.