

**BOONTON TOWNSHIP POLICE
SALARY AND BENEFITS CONTRACT**

Between

TOWNSHIP OF BOONTON

and

BOONTON TOWNSHIP PBA LOCAL NO. 392

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

Prepared By:

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THIS AGREEMENT entered into this _____ day of _____, 2009 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 P.B.A. Local No. 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, 2009 and ending December 31, 2011.



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 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 One Hundred Dollars (\$100.00) from the Township.

ARTICLE IV

SALARY

- A. Each Police Officer covered by this Agreement shall receive salary compensation in accordance with the schedule set forth below:

	Effective 04/01/2009	Effective 04/01/2010	Effective 04/01/2011
POLICE OFFICER			
Probation	\$45,754	\$47,470	\$49,250
1	\$53,745	\$55,760	\$57,851
2	\$59,750	\$61,990	\$64,315
3	\$65,995	\$68,470	\$71,038
4	\$72,240	\$74,949	\$77,760
5	\$79,207	\$82,177	\$85,259
6	\$87,050	\$90,315	\$93,702
SERGEANT			
Step 1	\$89,955	\$93,329	\$96,829
Step 2	\$91,844	\$95,288	\$98,861
Step 3	\$93,400	\$96,902	\$100,536

- B. The individual salaries of each Police Officer covered by this Agreement shall be as set forth in Schedule "A" attached hereto and made part of this Agreement.
- C. Salary increments for all Police Officers promoted will be paid on the anniversary

date of the promotion until one (1) year in rank has been achieved. Thereafter, salary increments will be paid on January 1st of each year.

- D. For the period January 1, 2009 through December 31, 2011, longevity shall be paid in twenty-four (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 April 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 twenty-eight (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 one hundred sixty (160) hours per twenty-eight (28) work day cycle at one and one-half (1½) 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 (1½) hours for each hour actually worked in excess of one hundred sixty (160) hours per twenty-eight (28) work day cycle. Compensatory time may be taken upon the giving of reasonable notice and at the discretion of the Chief of Police.
- D. **Court Appearances:** All County, Grand Jury, Juvenile and Criminal Court appearances shall be included as hours actually worked and be compensated accordingly.
- All Municipal Court appearances shall be compensated at the Officer's hourly rate

up to a maximum of three (3) hours.

- E. **Special Duty:** The Township agrees to pay for a minimum of four (4) hours unscheduled call-out time when an off-duty Policeman is called out of his home for the following purposes: administration of breathalyzer test(s); court appearances; special raids; parades; demonstrations; or fatality investigations.

- F. **Schedule:** The Township declares, and the Policemen acknowledge, that the work schedule the Township has determined to adopt and implement for a trial period as defined in the Addendum to this Agreement. Attached hereto and made part of this Agreement as Schedule "B".

The determination whether to continue the Trial Alternative Work Schedule after the trial period shall be at the exclusive and absolute discretion of the Township. Notice of the determination by the Township shall be made in writing signed by the Mayor of the Township or the Mayor's designee and provided to the Association sixty (60) days prior to termination of the trial schedule and the determination of the Township shall be final.

The provisions made in alteration or supplemental of this Agreement made to accommodate the Trial Alternative Work Schedule shall remain effective during the trial period therefore. In the event of discontinuance of the Trial Alternative Work Schedule, those provisions thus made shall cease to be effective, and the provisions of the Agreement shall revert automatically to accommodate the former

Work Schedule previously maintained by the Department.

The Township declares, and the Policemen acknowledge, that neither the negotiation nor making of this Agreement nor the adoption and implementation of the Trial Alternative Work Schedule render work schedules the subject of negotiations by and between the Township and the Policemen.



ARTICLE VI

OFF-DUTY POLICE SERVICES

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.

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.

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.

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

ARTICLE VII

HOLIDAYS

- A. During the term of this Agreement, all Policemen shall be paid for no less than thirteen (13) holidays based on the following schedule in twenty-four (24) payments throughout the year:

	PER HOLIDAY	TOTAL
2009	\$334	\$4,353
2010	\$347	\$4,516
2011	\$360	\$4,685

- B. In addition to those fixed 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.

ARTICLE VIII

EDUCATIONAL BENEFITS

- A. The present practice of paying one hundred percent (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 six (6) credits per semester and shall not exceed eighteen (18) credits per year per Officer.
- B. The Township agrees to pay an annual One Thousand Dollar (\$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 One Thousand Seven Hundred Fifty Dollar (\$1,750.00) stipend will be paid for all Policemen securing a Bachelor's Degree under the same conditions as provided herein for an Associate's Degree. The aforesaid degrees must be obtained at a fully accredited college.
- C. The Township agrees to the practice of paying one hundred percent (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 six (6) credits per semester and shall not exceed eighteen (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 twenty-five (25) years of service with the Township of Boonton, each Policeman shall be entitled to an annual retirement supplement from the Township of Seven Hundred 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 sixty-fifth (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 in 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 twenty-five (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 (3½) 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 Policeman of the Boonton Township Police Department fully salary while said Policeman is out of work due to job-incurred injury for a maximum period of one year, less monies received from Worker's Compensation or allied insurance on payroll.

- C. Effective as soon as practicable after September 2009 all Employees shall be enrolled in the New Jersey Direct 15 Benefit Plan, or its current (2009 levels) equivalent. Employees opting for any other coverage other than the above stated coverage shall be responsible for any additional costs in premiums.

- D. Effective as practicable an "Opt Out" Plan shall be established at a fifty percent/fifty percent (50%/50%) split on premium savings. The parties shall establish a procedure for administration of this individual option Opt Out Plan which shall include provisions for an annual thirty (30) day window to opt back in and provisions for reentry into coverage in the event of a life changing event which results in the loss of coverage.



ARTICLE XII

SICK LEAVE

- A. All Policemen covered under this Agreement are entitled to fifteen (15) days sick leave per year with ninety (90) days accumulation.

- B. **Sick Leave Compensation:** At the end of each calendar year, the Township will pay the Policemen one (1) day's pay for each two (2) days accumulated over ninety (90) days at the rate of the Policeman's base salary.

- C. The Policeman 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.

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.

- B. Three (3) personal days *per annum* may be granted to attend to personal business and exigencies at the discretion of the Chief of Police.

ARTICLE XIV

VACATION DAYS

- A. For the First Year through the Fifth Year - Ten (10) Vacation Days
Sixth Year through the Tenth Year - Fifteen (15) Vacation Days
Eleventh Year through the Twentieth Year - Twenty (20) Vacation Days
After Twenty Years of Service - One (1) Additional Day shall be granted for each year to a Maximum of Twenty-Five (25) Vacation Days.
- 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 fifteen (15), eight (8) hour unused vacation days 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 (15) days vacation credited for that calendar year in which case the Employee shall be permitted to carry over a maximum of fifteen (15) days into the following year.
- C. Effective January 1, 2006, any Employee who prior to January 1, 2006, had

accumulated more than fifteen (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 by 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:

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.

SECOND: If the grievance is not settled at the First Step suited to the Grievant, the Grievant may make a written request for a Second Step meeting within twenty (20) days after the Township Committee. The Grievant may appear with a representative. The Committee will answer the grievance within twenty (20) days.

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 for binding arbitration.

- (a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee 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 parties..

- (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.

A handwritten signature or set of initials, possibly 'AR', located in the bottom left corner of the page.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this 26 day of OCTOBER, 2009.

TOWNSHIP OF BOONTON


Thomas Donadio
Mayor

**BOONTON TOWNSHIP
PBA LOCAL NO. 392**


Peter Ricciardi
PBA President

Attest::


Barbara Shepard
Municipal Clerk

Witness:

SCHEDULE A

BASE SALARY

	2009	2010	2011
Ptl. Thomas L. Cacciabeve	\$44,100.00 (Effective 01/01/09) \$45,754.00 (Effective 04/01/09) \$53,745.00 (Effective 12/15/09)	\$53,745.00 (Effective 01/01/10) \$55,760.00 (Effective 04/01/10) \$61,990.00 (Effective 12/15/10)	\$61,990.00 (Effective 01/01/11) \$64,315.00 (Effective 04/01/11) \$71,038.00 (Effective 12/15/11)
Ptl. Jason Raffo	\$44,100.00 (Effective 01/01/09) \$45,754.00 (Effective 04/01/09) \$53,745.00 (Effective 09/17/09)	\$53,745.00 (Effective 01/01/10) \$55,760.00 (Effective 04/01/10) \$61,990.00 (Effective 09/17/10)	\$61,990.00 (Effective 01/01/11) \$64,315.00 (Effective 04/01/11) \$71,038.00 (Effective 09/17/11)
Ptl. Kathryn Marmara	\$51,802.00 (Effective 01/01/09) \$53,745.00 (Effective 04/01/09)	\$59,750.00 (Effective 01/01/10) \$61,990.00 (Effective 04/01/10)	\$68,470.00 (Effective 01/01/11) \$71,038.00 (Effective 04/01/11)
Ptl. Joseph D'Agostino	\$63,610.00 (Effective 01/01/09) \$65,995.00 (Effective 04/01/09) \$72,240.00 (Effective 12/15/09)	\$72,240.00 (Effective 01/01/10) \$74,949.00 (Effective (04/01/10) \$82,177.00 (Effective 12/15/10)	\$82,177.00 (Effective 01/01/11) \$85,259.00 (Effective 04/01/11) \$93,702.00 (Effective 12/15/11)
Ptl. Peter Ricciardi	\$83,904.00 (Effective 01/01/09) \$87,050.00 (Effective 04/01/09)	\$87,050.00 (Effective 01/01/10) \$90,315.00 (Effective 04/01/10)	\$90,315.00 (Effective 01/01/11) \$93,702.00 (Effective 04/01/11)
Ptl. Paul Ryn	\$83,904.00 (Effective 01/01/09) \$87,050.00 (Effective 04/01/09)	\$87,050.00 (Effective 01/01/10) \$90,315.00 (Effective 04/01/10)	\$90,315.00 (Effective 01/01/11) \$93,702.00 (Effective 04/01/11)
Ptl. Andrew Tintle	\$83,904.00 (Effective 01/01/09) \$87,050.00 (Effective 04/01/09)	\$87,050.00 (Effective 01/01/10) \$90,315.00 (Effective 04/01/10)	\$90,315.00 (Effective 01/01/11) \$93,702.00 (Effective 04/01/11)

Ptl. William Wall	\$83,904.00 (Effective 01/01/09) \$87,050.00 (Effective 04/01/09)	\$87,050.00 (Effective 01/01/10) \$90,315.00 (Effective 04/01/10)	\$90,315.00 (Effective 01/01/11) \$93,702.00 (Effective 04/01/11)
Ptl. Thomas S. Cacciabeve*	\$83,904.00 (Effective 01/01/09) \$87,050.00 (Effective 04/01/09)	\$87,050.00 (Effective 01/01/10) \$90,315.00 (Effective 04/01/10)	\$90,315.00 (Effective 01/01/11) \$93,702.00 (Effective 04/01/11)
Sgt. Michael Danyo	\$90,024.00 (Effective 01/1/09) \$93,400.00 (Effective 04/01/09)	\$93,400.00 (Effective (01/01/10) \$96,902.00 (Effective 04/01/10)	\$96,902.00 (Effective 01/01/11) \$100,536.00 (Effective 04/01/11)
Sgt. Paul Fortunato	\$90,024.00 (Effective 01/1/09) \$93,400.00 (Effective 04/01/09)	\$93,400.00 (Effective (01/01/10) \$96,902.00 (Effective 04/01/10)	\$96,902.00 (Effective 01/01/11) \$100,536.00 (Effective 04/01/11)
Sgt. Daniel Worts	\$90,024.00 (Effective 01/1/09) \$93,400.00 (Effective 04/01/09)	\$93,400.00 (Effective (01/01/10) \$96,902.00 (Effective 04/01/10)	\$96,902.00 (Effective 01/01/11) \$100,536.00 (Effective 04/01/11)

* Eligible for longevity pursuant to Article IV, Section D.

SCHEDULE B

This Addendum shall pertain solely to those matters in the aforesaid Collective Negotiating Agreement, which relate directly to the Schedule.

The Township may terminate the four/four - twelve (4/4 -12) schedule by providing the Policemen with sixty (60) days notice. In such event, the provisions of this addendum are null and void, and all provisions of the Contract shall apply. The Township also reserves the right in its sole discretion to return to the pre-existing schedule or to establish a new schedule should the four/four - twelve (4/4 - 12) schedule be terminated.

This Addendum shall supplement any contract between the Policemen that is in place during the four/four - twelve (4/4 - 12) Plan test period. This Addendum shall also supersede and take precedence over any inconsistent provisions of said contract as long as this Addendum is operational.

It is understood that contractual items not contained within this Addendum shall not be altered or modified in any way by this Addendum. Furthermore, no contractual amendment contained within this Addendum shall apply to any sworn Officer of the Department classified as a Patrolman of the Patrol Force, except where, upon mutual agreement, any individual Officer voluntarily waives such contractual right in order to enter into a four/four - twelve (4/4 - 12) schedule in accordance with the contractual amendments contained herein.

In the interest of harmonious labor relations and to insure an accurate and valid evaluation of the four/four - twelve (4/4 - 12) Plan, the Policemen and the Township agree that both parties shall contain and limit discussions of the progress and developing evaluations of the work schedule and other matters related to the four/four - twelve (4/4 - 12) Plan to the authorized administrative officials of the respective parties involved.

FORMATION OF THE TEST SCHEDULE

1. The Chief of Police and the Policemen have jointly developed a four/four - twelve (4/4 - 12) 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 (16) scheduled hours. See prototype attached hereto. Said schedule also consists of rotating shifts where an Officer rotates his shift after two (2) 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 (2) shifts and squads that are necessary for the four/four - twelve (4/4 - 12) 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 five/two - eight (5/2 - 8) hour schedule,

HOURS OF WORK AND ABSENCES FROM DUTY

1. Under the Department's existing work schedule and certain provisions of the existing Collective Negotiations Agreement, all sworn Officers of the Department are scheduled to work a series of eight (8) hour workdays resulting in a total of two thousand eighty (2,080) scheduled work hours per fifty-two (52) week calendar year for which each Officer receives a contractually specified annual salary. Also within the existing Collective Negotiations Agreement are certain provisions, which permit an Officer to be absent from duty for varying numbers of eight (8) hours days, which are credited as hours, worked and included in the aforementioned two thousand eighty (2,080) annual work hours.
2. Under the four/four - twelve (4/4 - 12) schedule, Officers working the four/four - twelve (4/4 - 12) schedules will be scheduled to work twelve (12) hour as opposed to eight (8) hour days. If operational throughout an entire fifty-two (52) week calendar year, said schedule would result in a total of one hundred sixteen (116) scheduled work hours over the contractually established two thousand eighty (2,080) annual scheduled work hours. Since the existing Collective Negotiations Agreement salary scales are based upon two thousand eighty (2,080) scheduled hours, the additional one hundred sixteen (116) scheduled work hours generated by the four/four - twelve (4/4 - 12) schedule would pose a significant overtime liability to the Township. However, both the Township and the Policemen agree that

overtime is based upon actual hours worked, and not hours scheduled, therefore, both the Township and the Policemen agree that during 1999 an Officer working said schedule shall only be entitled to overtime compensation for those additional scheduled work hours that said Officer actually works over and above the two thousand eighty (2,080) scheduled hours for the year. Furthermore, the Township and the Policemen agree that in calculating the total number of hours worked within a fifty-two (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 Policemen recognize that within the existing Collective Negotiations Agreement are certain provisions which permit an Officer to be absent from duty for varying numbers of eight (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 two thousand eighty (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 four/four - twelve (4/4 -12) schedule shall be working twelve (12) hour as opposed to eight (8) hour workdays. The Township and the Policemen agree, therefore, that, except as otherwise provided for in this Addendum , during the four/four - twelve (4/4 - 12) trial period



those Officers working said schedule shall utilize such compensated leave days in twelve (12) hour blocks as opposed to eight (8) hour blocks. The Township and the Policemen further agree that, when an Officer utilizes such twelve (12) hour leave day eight (8) hours of said leave day shall be credited as scheduled hours work and included in the Officer's two thousand eighty (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 two thousand eighty (2,080) work hours) generated by the four/four - twelve (4/4 -12) 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 Policemen working the four/four - twelve (4/4 - 12) schedule are entitled to one hundred twenty (120) hours sick leave per year with seven hundred twenty (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 seven hundred twenty (720) hours at the rate of the Policeman's base salary.

4. Vacation leave shall also accrue and be utilized based upon twelve (12) hour days as follows: For the first year through fifth year - eighty (80) hours; sixth year through tenth - one hundred twenty (120) hours; eleventh through twentieth year - one hundred sixty (160) hours and after twenty (20) years of service - eight (8) additional



hours shall be granted for each year to a maximum of two hundred (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 four/four - twelve (4/4 - 12) 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 four (4) hour blocks without loss of compensation and irrespective of the fact that the utilization of said unused compensated leave days in four (4) hour blocks may result in the Officer working less than two thousand eighty (2,080) scheduled work hours within a fifty-two (52) week calendar year.

6. The Policemen recognize that, as a result of manpower shortages or personal choice, an Officer working the four/four - twelve (4/4 - 12) test schedule may work a fifty-two (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 two thousand eighty (2,080) as generated by the four/four - twelve (4/4 -12) schedule. The Policemen, therefore, agree that should such a situation occur, the Officer in question shall be compensated for said excess hours worked at the rate of one (1) 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 four/four - twelve (4/4 - 12) schedule.
2. The premium overtime for any Officer working the four/four - twelve (4/4 - 12) schedule shall be defined as all work performed in excess of one hundred sixty (160) hours in the twenty-eight (28) day work cycle.
3. The hourly rate shall be calculated by dividing the annual salary by two thousand eighty (2,080).

EXTENDED ABSENCES FROM DUTY

At the discretion of the Chief of Police, an Officer working the four/four - twelve (4/4 -12) 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 five/two (5/2) (eight (8) hour day) forty (40) hour workweek schedule for the duration of said absence.

TRAINING

At the discretion of the Chief of Police, an Officer working the four/four - twelve (4/4 -12) schedule may be temporarily placed on a five/two (5-2) (eight (8) hour day) forty (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.

A handwritten signature or set of initials in the bottom left corner of the page, appearing to be 'AC' or similar.

SIDE-BAR AGREEMENT

Between

TOWNSHIP OF BOONTON

And

BOONTON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 392

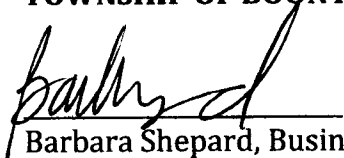
This sidebar agreement incorporates by reference the full, final and complete agreement between the Township of Boonton and the P.B.A. Local # 392, through their representatives as to settlement of the pending arbitration assigned docket number IA-2009-041. The parties acknowledge that the terms set forth in the fully integrated contract are in complete settlement of all issues and are resolved as provided in the Memorandum of Agreement prepared by Arbitrator Robert Glasson or as otherwise agreed between the parties.

In addition to the foregoing, it is understood and agreed that in the event that the New Jersey State Health Benefits Program modifies the Direct 15 Benefit Plan from the current (2009 level) equivalent the parties are in agreement that any dispute concerning that issue shall be referred to Arbitrator Robert Glasson for resolution.

The parties agree that Arbitrator Robert Glasson shall retain jurisdiction of this matter as provided herein.

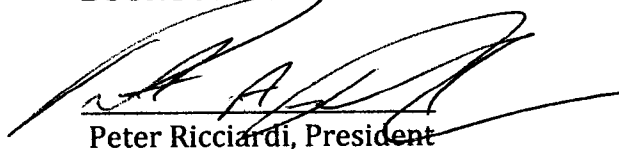
The foregoing terms are agreed to this 26th day of October, 2009.

TOWNSHIP OF BOONTON


Barbara Shepard, Business Administrator

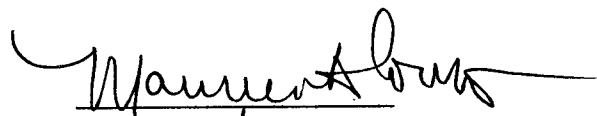
DATED: 10/26/09

BOONTON TOWNSHIP PBA LOCAL 392


Peter Ricciardi, President

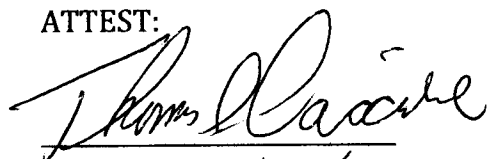
DATED: 10/26/09

ATTEST:



DATED: 10/26/09

ATTEST:



DATED: 10/26/09