

AGREEMENT BETWEEN  
THE TOWN OF BOONTON AND  
BOONTON LOCAL # 212 OF THE  
NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION

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JANUARY 1, 2022 - DECEMBER 31, 2029

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*SM*      *SM*

## Preamble

This **AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between: The Mayor and Council of the **Town of Boonton**, a Municipal Corporation of the State of New Jersey, with offices at 100 Washington Street, Boonton, New Jersey (hereinafter referred to as "Town" or "employer"), and **Boonton Local Number 212 of the New Jersey State Policemen's Benevolent Association** (herein after referred to as "PBA").

**WHEREAS**, the PBA has been recognized by the Town as the exclusive representative for the police officers of the Boonton Police Department for the purpose of conducting collective negotiations in accordance with the New Jersey Public Employment Relations Act (N.J.S.A. 34:13A-1, et seq.); and

**WHEREAS**, negotiations between the Town and PBA have been conducted respecting the terms and conditions of employment; and

**WHEREAS**, Agreement has been reached by both parties,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is mutually agreed by and between the parties as follows:

### Article I

#### Salaries

1. All employees shall be paid by the A-5 Salary Schedule effective January 1, 2022. Placement on the A-5 Schedule and movement through the Steps will be based on years in service.
2. Employees moving to the A-5 Schedule from the A-4 Schedule will remain at the Step number they were at in 2021 for the full year of 2022 before moving to the next Step. Patrolman Westenberger, Patrolman Dencker, Patrolman Questa shall be placed at step 4 on January 1, 2022 on the A-5 Salary Schedule.
3. Upon successful completion of basic police academy training, Patrolman Knoedler shall be placed at Step 2 on January 1, 2022 due to his past law enforcement experience
4. Employees on the A-2 or A-3 Schedule will be placed at Step 15 on the A-5 Schedule.
5. Employees on the A-1 Schedule will be placed on the A-5 Schedule based on years of service.
6. Step increases / salary increments for all employees will be paid on January 1<sup>st</sup> of each year, with the exception of the Academy Step paid to new employees attending the police training academy, and the Post-Academy Step paid to academy graduates from the date of graduation from the police academy to December 31<sup>st</sup> of the year in which the employee graduates.
7. Employees will be compensated for a meal period of thirty (30) minutes while on duty.

Below is the A-5 Salary Schedule:

Step:	2022	2023	2024	2025	2026	2027	2028	2029
Academy	51,000.00	51,000.00	51,000.00	52,150.00	53,330.00	54,530.00	55,760.00	57,020.00
1	53,950.00	54,080.00	54,200.00	55,420.00	56,670.00	57,950.00	59,260.00	60,600.00
2	59,260.00	59,620.00	59,960.00	61,310.00	62,690.00	64,110.00	65,560.00	67,040.00
3	64,570.00	65,160.00	65,720.00	67,200.00	68,720.00	70,270.00	71,860.00	73,480.00
4	71,650.00	72,540.00	73,400.00	75,060.00	76,750.00	78,480.00	80,250.00	82,060.00
5	78,730.00	79,920.00	81,080.00	82,910.00	84,780.00	86,690.00	88,650.00	90,650.00
6	85,960.00	87,460.00	88,920.00	90,930.00	92,980.00	95,080.00	97,220.00	99,410.00
7	93,040.00	94,840.00	96,600.00	98,780.00	101,010.00	103,290.00	105,620.00	108,000.00
8	97,760.00	99,760.00	101,720.00	104,010.00	106,360.00	108,760.00	111,210.00	113,720.00
9	101,300.00	103,450.00	105,560.00	107,940.00	110,370.00	112,860.00	115,400.00	118,000.00
10	103,660.00	105,910.00	108,120.00	110,560.00	113,050.00	115,600.00	118,210.00	120,870.00
11	104,840.00	107,140.00	109,400.00	111,870.00	114,390.00	116,970.00	119,610.00	122,310.00
12	105,430.00	107,760.00	110,040.00	112,520.00	115,060.00	117,650.00	120,300.00	123,010.00
13	106,020.00	108,380.00	110,680.00	113,180.00	115,730.00	118,340.00	121,010.00	123,740.00
14	106,610.00	109,000.00	111,320.00	113,830.00	116,400.00	119,020.00	121,700.00	124,440.00
15	107,200.00	109,620.00	111,960.00	114,480.00	117,060.00	119,700.00	122,400.00	125,160.00
16	107,790.00	110,240.00	112,600.00	115,140.00	117,740.00	120,390.00	123,100.00	125,870.00
17	108,380.00	110,860.00	113,240.00	115,790.00	118,400.00	121,070.00	123,800.00	126,590.00
18	108,970.00	111,480.00	113,880.00	116,450.00	119,080.00	121,760.00	124,500.00	127,310.00
19	109,420.00	111,950.00	114,360.00	116,940.00	119,580.00	122,280.00	125,040.00	127,860.00
20	110,000.00	112,500.00	115,000.00	117,590.00	120,240.00	122,950.00	125,720.00	128,550.00

**Article II**

**Longevity**

In addition to the Salary Schedule, employees on the Town's payroll at time of ratification of this Agreement shall be entitled to longevity payments paid in accordance with the following schedule:

- 1 to 9 years NONE
- Commencing 10th through 14th Years **1.00 % of Base Pay\***
- Commencing 15th through 19th Years **1.50 % of Base Pay\***
- Commencing 20th Year and thereafter **2.00 % of Base Pay\***

Longevity shall be paid commencing January 1<sup>st</sup> of the calendar year in which the employee reaches the required years of service Longevity payments shall be made a part of base pay and paid together with regular salary and shall be included for purposes of retirement contributions effective April 15, 1986 for overtime calculations, but shall not be included in base pay for any other purpose.

\*Base pay is only the salary set forth in the salary guide referenced in Article I, it does not include other stipends, compensation, roll-in, holiday pay.

**Article III**

**Vacations**

1. Employees shall be entitled to receive the following number of paid vacation hours during the calendar year. Commencing January 1<sup>st</sup> succeeding the employee's date of hire (i.e. the second year of employment), annual vacation leave shall be calculated as follows:

Commencing 2nd Year	96 Hours
Commencing 5th Year	120 Hours
Commencing 10th Year	160 Hours
Commencing 15th Year and thereafter	200 Hours
2. In the event an employee is unable to utilize his/her vacation entitlement during the calendar year vacation time shall only accrue in accordance with N.J.S.A. 11A:6-3.
3. All vacation time shall be prorated during the last year of employment.

**Article IV**

**Holidays**

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

**Article V**

**Overtime**

1. Payment of overtime compensation shall be pursuant to the Fair Labor Standards Act as follows:
  - a. Overtime compensation shall be paid at the rate of time and one-half (1½) the regular rate of pay for all hours worked in excess of 80 hours in a 14-day work period unless otherwise provided for in this agreement.
  - b. Employees shall be compensated at straight time for all hours worked up to 80 hours in a 14-day work period except as otherwise provided for in this Agreement.

 

- c. Employees covered by this Agreement who elect to take compensatory time in lieu of cash payment for overtime hours worked, shall be compensated at the rate of time and one-half (1½), regardless of whether the employee has worked less than 80 hours in a 14-day work period.
  - d. Compensatory hours will be limited to four-hundred eighty (480) hours for all employees covered by this Agreement.
  - e. Employees who elect to take compensatory time off during the eighty (80) hours in a 14-day work period will not have those hours deducted from any overtime hours worked in the 14-day work cycle in which the employee has elected to take cash in lieu of compensatory time.
  - f. Employees who elect to take vacation, compensatory, sick, or personal day time off during the eighty (80) hours in a 14-day work period will not have those hours deducted from any overtime hours worked in the 14-day work cycle. All vacation, compensatory, Sick, and personal day leave shall be recognized as creditable hours for overtime computation.
  - g. Sick time shall count as hours worked for purposes of calculating overtime only if the officer provides a doctor's note upon their return to duty. Except that an officer shall be afforded 3 occurrences of sick time each year where sick time shall count as hours worked for purposes of calculating overtime without the need to provide a doctor's note upon return to duty.
2. In the event an off-duty employee is required to work on special duty, he/she shall be granted four (4) hours of overtime and then hour for hour after four (4) hours except for those special events set forth in Article XXIII, Section 3.
    - a. If an employee is called back to duty after the end of his/her regularly scheduled shift for an unrelated matter, he/she shall be compensated for four (4) hours of overtime, and then hour for hour after four hours.
    - b. If an employee is required to hold over past the end of his/her regularly scheduled shift due to a continuation of his/her duties, he/she shall be compensated on an hour for hour basis.
  3. When it is not possible to schedule appearances in Municipal Court or conferences with the Municipal Prosecutor during periods when employees are on duty, said employees shall receive compensation for a minimum period of three (3) hours if such attendance is required during off duty hours regardless of day off or not.
    - a. If such appearance or conference extends beyond the minimum compensation period, the employee shall receive compensation for such additional time on an hourly basis, and shall be compensated for such additional time in minimum segments of one (1) hour.
    - b. If the unavailability of the employee is the reason that the preparation or appearance cannot be scheduled during duty periods, no minimum compensation shall be provided. In such case, the employee will be compensated on an hourly basis or portion thereof.



4. Payment for employees who are required to appear before any Grand Jury, County, Superior, Supreme Court proceeding, Prosecutor case preparation, and/or related Superior Court matters during off duty hours, shall be governed by the provisions of N.J.S.A 40A:14-135.
5. For the purpose of method of payment, employees shall have the right to select either cash or compensatory time-off. Compensatory time shall be scheduled at such time as requested by the employee, provided however that the shift can be covered by other employees, and that the consent of the Shift Commander or other appropriate administrative personnel has been obtained.
  - a. Employees who elect to take compensatory time shall be allowed to accumulate a maximum of four-hundred eighty (480) hours. After the maximum is accrued, cash must be taken.
6. Regular Police Officers shall be first offered the opportunity to work available overtime before Special Police Officers are contacted.

#### Article VI

#### **Sick Leave**

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



- a. Thirty dollars (\$30.00) per day for all accumulated sick leave earned up to December 31, 1982.
  - b. Forty dollars (\$40.00) per day for all accumulated sick leave earned starting January 1, 1983.
  - c. Any employee hired after January 1, 1983 shall be reimbursed for accumulated sick leave at the rate of forty dollars (\$40.00) per day up to a maximum of two-hundred (200) days.
  - d. In the event of the death of an employee in the line of duty, said payments shall be made to his/her estate.
6. All employees shall have at their disposal three (3) personal days at the start of each calendar year. The personal days are non-cumulative from year to year, and are either used or lost at the conclusion of the calendar year. The personal day hours shall be subtracted from the employee's accumulated sick leave and will be a day for a day. One twelve (12) hour personal day will equal the use of twelve (12) hours of sick time.
  7. All sick time shall be prorated during the last year of employment.

#### Article VII

#### Terminal Leave

##### Policy:

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

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

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

##### Procedure:

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

1. An employee can stop working for the Town (stop reporting for work) a length of time prior to his/her official retirement date during which time said employee will be using up any accumulated sick leave, vacation leave, and compensatory time.





2. In return for being granted terminal leave, said employee shall reimburse the Town or give back the following:

- a. The number of hours equal to one third (1/3) of the total terminal leave being taken. These hours will be subtracted from the employee's total accumulated sick, vacation, and compensatory time subtracting first from the accumulated vacation time, then from the accumulated compensatory time, and lastly from the accumulated sick leave.

Example: Employee has 1,600 Sick hours accumulated

160 Vacation hours accumulated  
40 Compensatory hours accumulated  
1,800 Total Accumulated Hours

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

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

These 240 hours will be subtracted from the employee's total accumulated hours as follows:

240	Give back hours
- 160	Vacation hours
80	
- 40	Compensatory hours
- 40	
- 40	Sick Hours
0	

Employee's 720 terminal leave hours will then be subtracted or used from the remaining 1,560 accumulated sick hours, leaving 840 hours to be paid in accordance with contractual agreements in a lump sum payment. The time of said lump sum payment will be agreed upon between the employee and the Town. At no time shall any police officer be permitted to "cash out", or convert any accumulated compensatory time into monetary compensation as part of the lump sum payment.

- 3. Any employee hired after January 1, 2000 will be permitted to use a maximum of only eight hundred ninety-six (896) hours of accumulated vacation, sick and compensatory hours towards terminal leave.
- 4. Any employee hired after January 1, 2003 will be permitted to use a maximum of only eight hundred forty (840) hours of accumulated vacation, sick and compensatory hours towards terminal leave.
- 5. Any employee hired after January 1, 2013 will be permitted to use a maximum of only seven hundred forty (740) hours of accumulated vacation, sick and compensatory hours toward terminal leave.
- 6. Any employee hired after January 1, 2016 will be permitted to use accumulated vacation, sick and compensatory hours toward terminal leave not to exceed a total value of \$15,000.00.



## Article VIII

### **Bereavement Leave**

In the event of a death of a member of an employee's family, he/she shall be granted three (3) days off with no loss in pay. Family shall be defined as spouse, father, mother, grandparents, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. Such days shall be non-cumulative and not considered as part of sick leave entitlement. For the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree, the day of the burial only shall be granted without loss of pay.

Exceptions to this provision may be made at the discretion of the Public Safety Director and/or Chief Law Enforcement Officer in consultation with the Town Administrator.

## Article IX

### **Uniform, Maintenance and Training Allowance**

1. For the duration and term of this Agreement, each employee covered by this Agreement shall receive an annual uniform, maintenance, and training allowance to be used for the purchase of replacement uniforms, equipment, maintenance of uniforms, and job-related training expenses. For the uniform, maintenance, and training allowance, each employee shall have the right to select such items of clothing, equipment, and job-related training as he/she deems necessary, and payment will be made upon submission of a voucher from the appropriate supplier of the items purchased or training acquired. Said allowance shall be fixed according to the schedule below:

Years 2022 through 2029:      \$1,800.00 per year

2. Uniforms and equipment damaged in the line of duty will be replaced by the Town without cost to the employee.
3. New employees will be supplied with full uniforms, including shoes and full equipment.
4. Personal items damaged in the line of duty shall be reimbursed to the employee up to a maximum of fifty dollars (\$50.00) per year. Such payments shall be limited to wrist watch, ring, wallet, pen and pencil. Eyeglasses, if broken or damaged in the line of duty, will be replaced on a dollar-for-dollar basis, provided, however, the Town shall not be obligated to make such payments in the event an employee should elect to make an insurance claim through private sources.

## Article X

### **Police School & Meals**

1. Compensation at the rate of straight time to employees attending Police School during period of attendance.
2. Reimbursement for expenses incurred while attending Police School, including clothing, traveling expenses, lodging, equipment, books upon approval by the Public Safety Director.
3. Employees shall be entitled to reimbursement of a maximum of eighteen (\$18.00) dollars per meal that the employee is required to pay out of personal funds, or a maximum of fifty-four (\$54.00) dollars per day for overnight schools.



4. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the chief of police or in his absence, his designee.
5. Temporary duty assignments to other agencies, including but not limited to, the Morris County Prosecutor's Office, New Jersey State Division of Criminal Justice, New Jersey State Police, and/or any federal task force or similar assignments are not eligible for meal reimbursements as provided in this Article.
6. Reimbursement for mileage accrued on personally owned vehicles while traveling to and from police schools shall be at the current State of New Jersey, Office of Management and Budget (OMB) rate per mile.
7. Employees shall be reimbursed for all out-of-pocket expenses, such as tolls, parking fees and gasoline, incurred while attending police schools and training.
8. The Town shall bear all expenses incurred by employees who attend special seminars and schools for specialized courses, such as Alcotest, narcotics, accident investigation, or similar type courses.

#### Article XI

##### **Education / Military Benefits**

1. All employees with an Associate's Degree or for honorable service in the United States Military shall receive an annual pensionable stipend of \$500.00.
2. All employees with a Bachelor's Degree shall receive an annual pensionable stipend of \$1,000.00.
3. Annual college stipends shall be made part of base pay and paid together with regular salary, and shall be included for the purposes of retirement contributions and overtime calculations, but shall not be included in base pay for any other purpose
4. All employees attending college will receive a book reimbursement benefit up to \$500.00 per year for courses leading to a degree or certificate at an accredited institution of learning.
5. All employees covered by this Agreement shall be entitled to a 75% reimbursement for undergraduate, graduate, or certificate-based courses, subject to a lifetime cap of \$5,000.00 and must provide advance notice of utilizing this provision to the Town Administrator. In order to qualify for the 75% reimbursement, the employee must enroll in a police science or criminal justice program as defined by the institution, which institution is deemed accredited by the New Jersey Department of Education, and must achieve a grade of "B" or better, or in those courses where no letter grade is assigned, then a "passing grade". The Public Safety Director, and/or Chief Law Enforcement Officer, shall have the discretion to approve and/or disapprove any program and/or course of study that is not a police science or criminal justice program based upon the police department's operational needs. The Public Safety Director, and/or Chief Law Enforcement Officer shall also have the discretion to approve and/or disapprove this benefit to be utilized for specialized courses offered by police academies, professional associations in the field of criminal justice, or institutions offering educational courses deemed beneficial to the employee and the police department.



**Article XII**

**Transportation Expenses**

1. Reimbursement for mileage accrued on personally owned vehicles for traveling incidental to official police duties shall be at the current State of New Jersey, Office of Management and Budget (OMB) rate per mile.
2. Employees shall be reimbursed for all out-of-pocket expenses, such as tolls, parking fees and gasoline, traveling incidental to official police duties.

**Article XIII**

**Medical Insurance**

1. The Town herein agrees to furnish Hospital, Surgical, and Medical Expense Benefits to all eligible employees and their dependents under the terms and conditions of the New Jersey State Health Benefits Program Act 52:14-17.25, et seq.
2. Effective January 1, 2011, the Town shall provide medical insurance coverage for employees and their dependents for those employees who retire after twenty five (25) years of pensionable service credit as defined by the Police and Fire Retirement System, or who become disabled, which disability causes separation, provided however that such coverage shall only continue until such time as the employee covered by this Agreement secures employment by an employer who has provision to provide medical insurance coverage.
3. In the event the Town should provide new or improved insurance benefits for its other employees, and the wage and economic benefits provided to said other employees exceeds the economic package (inclusive of wage and economic benefits) provided to the PBA in any year of this Agreement, then employees covered by this Agreement shall be entitled to re-open negotiations with respect to the new or improved insurance benefits.
4. Maternity benefits are covered under the State Disability plan, the same as any other illness.
5. All employees and retirees (retirees who did not have 20 years of service on or before June 28, 2011) shall contribute towards health benefits at the Tier N/Year 4 rates as set forth in Chapter 78, P.L. 2011.

Must use the active or retired members rate charts to first determine the full cost premium for the plan and coverage selected. Then, use the chart below to determine the percentage of the full cost for which employee/retiree is responsible for.

Annual Salary or Retirement Allowance Range	Single	Member/Spouse/Partner or Parent/Child	Family
Less than \$20,000	4.5%	-----	-----
Less than \$25,000	-----	3.5%	3%
\$20,000-\$24,999.99	5.5%	-----	-----
\$25,000-\$29,999.99	7.5%	4.5%	4%
\$30,000-\$34,999.99	10%	6%	5%
\$35,000-\$39,999.99	11%	7%	6%
\$40,000-\$44,999.99	12%	8%	7%
\$45,000-\$49,999.99	14%	10%	9%
\$50,000-\$54,999.99	20%	15%	12%



\$55,000-\$59,999.99	23%	17%	14%
\$60,000-\$64,999.99	27%	21%	17%
\$65,000-\$69,999.99	29%	23%	19%
\$70,000-\$74,999.99	32%	26%	22%
\$75,000-\$79,999.99	33%	28%	23%
\$80,000-\$84,999.99	-----	28%	24%
\$80,000-\$94,999.99	34%	-----	-----
\$85,000-\$89,999.99	-----	-----	26%
\$85,000-\$99,999.99	-----	30%	-----
\$90,000-\$94,999.99	-----	-----	28%
\$95,000 and over	35%	-----	-----
\$95,000-\$99,999.99	-----	-----	29%
\$100,000 and over	-----	35%	-----
\$100,000-\$109,999.99	-----	-----	32%
\$110,000 and over	-----	-----	35%

\*Member contribution is a minimum of 1.5% of base salary towards health benefits.

**Article XIV**

**Dental Insurance**

- I. The Town agrees to furnish at no cost to the employees covered under this Agreement, dental insurance coverage, under the provision of Delta Dental Insurance Company Premier Plan coverage, subject to the following conditions:
  - a. Coverage by the Town shall be for the employee only.
  - b. The Town shall be responsible for fifty-six dollars and thirty-two cents (\$56.32) of the Delta Dental Plan with the employee covering the remaining expense for the plan. The Town's payment will increase as follows:
    - 2023 - \$57.44
    - 2024 - \$58.58
    - 2025 - \$59.75
    - 2026 - \$60.94
    - 2027 - \$62.15
    - 2028 - \$63.39
    - 2029 - \$64.65
  - c. Employees wishing to enroll in family coverage shall be permitted to do so at the employee's expense for the additional coverage.
  - d. Payment for family type coverage will be accomplished by means of payroll deductions.

**Article XV**

**Injury in the Line of Duty**

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

**Article XVI**

**False Arrest Insurance and Defense in Legal Proceedings**

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

**Article XVII**

**Grievance Procedure**

1. Definition - For purposes of this Agreement, the term "grievance" means any complaint, difference, or dispute between the employer and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement.
2. To provide for the expeditious and mutually satisfactory settlement of grievances which may arise with respect to the interpretation or application of this Agreement, the following procedure shall be followed:

**Step One**

An employee wishing to appeal a grievance shall first appeal the action to the Public Safety Director, or in his absence the Chief Law Enforcement Officer. The Public Safety Director, or in his absence the Chief Law Enforcement Officer shall render a written disposition of the appeal within five (5) working days of hearing the appeal.

In the event the employee is not satisfied with the disposition of his/her appeal in Step One, or if no decision has been rendered within five (5) working days after presentation of the



appeal, the employee may proceed to Step Two, which requires the employee to file a written notice with the Town Administrator, within three (3) working days from the disposition of Step One.

### **Step Two**

The Town Administrator, upon receiving written notice from the employee appealing the disposition of Step One, shall meet with the employee within five (5) working days of receiving their appeal notice. The Town Administrator shall render a decision, in writing, within five (5) working days after the meeting.

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

### **Step Three**

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

### **Step Four**

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

### **Step Five**

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Step Four, or if no decision has been rendered within five (5) working days after holding such meeting, the matter may be referred by the PBA to binding arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. Referral to arbitration shall be made with twenty (20) days of the receipt of the written decision or from the date said decision would be due.
- b. In the event of arbitration being elected, an arbitrator shall be selected by the parties from a panel of proposed arbitrators obtained pursuant to the Rules of the New Jersey State Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties with cost of arbitration to be borne equally by the parties. The arbitrator shall have the power to interpret and apply this Agreement, but shall have no power to enlarge upon or reduce the obligation of the parties. The costs of the arbitrator shall be borne equally by the parties and any additional expenses shall be borne by the parties themselves. If the appeal to arbitration or New Jersey Civil Service Commission is not taken within the aforesaid time periods, the decision rendered in Step Three will be deemed final and binding.



- c. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.
- d. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so in writing.
- e. Any employee may be represented by himself/herself or a representative selected and approved by the PBA.
- f. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.

### Article XVIII

#### **Appeals Process for Minor Discipline**

1. Definition - In accordance with Title 4A of the New Jersey Administrative Code, minor discipline is defined as:
  - a. A formal written reprimand;
  - b. A suspension or fine of 40 hours or less.
2. A written Performance Notice or written Verbal Reprimand are not considered discipline according to Title 4A, and shall have no mechanism for appeal.
3. N.J.A.C. 4A:2-3.1(d) authorizes the Appointing Authority to establish procedures for processing minor discipline.
4. The following will be the appeal process for employees covered by this Agreement who are facing disciplinary action:

#### Step One

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

#### Step Two

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



### Step Three

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

### Step Four

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

5. The decision of the Mayor and Town Council will be deemed final and binding in all matters of minor discipline action for employee covered by this Agreement.
6. The time limits specified in this appeals process shall be construed as maximum. However, these limits may be extended upon mutual agreement between the parties.
7. No meeting where under any steps of this appeals process shall be made public unless the parties agree to do so in writing. However, one representative of the PBA may attend the meetings at each step of this appeals process.
8. Any employee may be represented by himself/herself or a representative selected and approved by the PBA.
9. It is understood that the employee shall, during and notwithstanding the pendency of any appeal, continue to observe all assignments and applicable rules and regulations.
10. In matters of major discipline, the parties may mutually agree to waive the first Three Steps of this appeals process and proceed immediately to Step Four. Employees not satisfied with the decision at Step Four may appeal to the New Jersey Civil Service Commission according to the procedures set forth in Title 4A.

## Article XIX

### **Death Benefits**

1. Minimum death benefits of three and one half (3½) times salary as provided under the New Jersey State Employees' Pension and Annuity Fund shall be provided by the Town.
2. In the event of the death of any employee covered by this Agreement, the Town will continue to pay the employee's salary for the duration of the calendar year in which the employee has died. Salary payments will be made to the beneficiary or executor of the employee's estate.



**Article XX**

**Seniority**

1. For purposes of lay-off, recall from lay-off, and vacation selection, seniority shall be governed:
  - a. First, by job classification; and then
  - b. By department
2. In the event of lay-off, strict seniority within the job classification affected by the lay-off shall be followed. The least senior employee in that classification shall be permitted to bump into the next lower classification and said bumping process shall continue until the least senior employee of the police department shall be first laid-off. Recall from lay-off shall be in the inverse order of lay-off.
3. During a lay-off of regular Police Officers, the Town shall not hire additional employees without first recalling laid-off Police Officers back to work, nor shall any such work be contracted out.

**Article XXI**

**PBA Business**

1. Two (2) members total from the Police Department are to be permitted to attend the P.B.A. Convention and be compensated at full pay for the time spent at said Convention.
2. One (1) Delegate is allowed to attend the monthly meetings of the P.B.A. and to be compensated at full pay for attendance at said meetings.
3. Funds in the amount of three hundred and fifty dollars (\$350.00) for reimbursement of expenses for delegation from the Boonton Police Force.
4. The Town of Boonton and the PBA shall work collaboratively to ensure the PBA's Executive Board members, or in their absence a designee, have the leave time needed to address any and all PBA union business. It is mutually beneficial for the Town and the PBA to work together to ensure the business needs of the union are met. This leave shall be considered Administrative Leave. Time off under this provision shall be granted at the discretion of the Public Safety Director, or in his absence the Chief Law Enforcement Officer; however, the use of this time will not be unduly restricted given sufficient notice by the PBA. This leave may not cause Overtime and is limited to a maximum of 120 hours (10 days) per year in total, to be shared by all officers together PBA and SOA.

**Article XXII**

**Compensation for Privately Contracted Outside Details**

1. Compensation for privately contracted outside detail rates shall be established on January 1<sup>st</sup> of each calendar year, and shall be at the rate of time and one-half (1½) of the highest paid patrol officer's hourly rate of pay (which shall include holiday pay, longevity pay, and pensionable stipends). The PBA expressly acknowledges that this rate may decrease upon the retirement or promotion of certain patrol officers.



2. Special Events run by the Boonton Recreation Dept. and paid for by the Town, including but not limited to the Easter, Little League Baseball and Halloween parades, Tree Lighting, 4th of July Celebration, Clean-Up Day, Boonton Book Fest, Summer Program, Santa Run, Mile on Main, etc., shall be paid in accordance with outside detail rates on an hour-for-hour basis with no 4-hour minimum requirement. The Town will be afforded up to ten (10) events each year. Additional events of this nature may be added at the discretion of the Public Safety Director or in his absence the Chief Law Enforcement Officer with consent from the PBA.

- a. The elimination of the 4-hour minimum provision is designated for Special Events only, and not other police outside detail overtime, which shall remain at the 4-hour minimum for all other overtime purposes.

Example: A paving job that is subcontracted out but paid for by the Town shall remain at the 4-hour minimum rate.

### Article XXIII

#### **Accident Reports**

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

### Article XXIV

#### **Shift Staffing**

1. It is hereby agreed by both parties that the staffing of a shift, a shift being defined as a tour of duty period in a twenty-four-hour period, be at the sole discretion of the Public Safety Director, or in his/her absence, the Chief Law Enforcement Officer.
2. Officers assigned to the Patrol Division work a Pitman Schedule, resulting in eighty-four (84) hours worked in a 14-day work period. Officers agree to be compensated for 80 hours in the 14-day work period. Officers agree to be compensated for 80 hours in the 14-day work periods during which they perform 84 hours of work. In exchange for the additional 4 hours worked in the 14-day work period, the officers are afforded pay of four (4) hours at time and one-half (1 1/2) at the individual Officer's rate of pay
3. It is however the opinion of the employees covered by this Agreement that to provide proper police protection for the community and to ensure the safety of the employees, three (3) police officers per shift is required. However, this opinion is not binding on the parties. Staffing shall be at the sole discretion of the Public Safety Director, or in his/her absence, the Chief Law Enforcement Officer as stated in Paragraph 1.

### Article XXV

#### **Shift Assignments**

1. Police Department Administration shall provide employees with a minimum of fourteen (14) days' advance notice when an employee's shift assignment (or a special assignment) shall result in a change of shift.



2. Police Department Administration shall provide employees with a minimum of fourteen (14) calendar days' advance notice when a reassignment (or a special assignment) to another patrol squad results in a change of their regularly scheduled days to the opposite side of the work schedule. This notice shall not be required in emergency situations as determined by the Public Safety Director or their designee.

#### Article XXVI

##### **Exchange of Tour of Duty**

1. Employees assigned to the Patrol Division may, upon proper notice to and authorization by the Public Safety Director, or in his absence the Chief Law Enforcement Officer, switch shifts or parts thereof with another employee of equal rank.
2. Such shift exchanges shall not be authorized if they create overtime.
3. When employees, pursuant to this Article, voluntarily switch shifts with other employees, such time worked shall not be considered overtime, compensation, or call to duty.

#### Article XXVII

##### **Hiring of Certified & Experienced Police Officers**

Upon final approval of the Town's governing body, and police department administration, Boonton Police Department applicants who possess a Basic Course for Police Officer certification from the NJ Police Training Commission and law enforcement experience, shall be hired on the A-5 Salary Schedule at the Step equal to their years of experience (Example: a certified law enforcement officer with 3 years of experience with the Morris County Sheriff's Office would be hired at Step 3 on the A-5 Schedule).

#### Article XXVIII

##### **Department Meeting**

1. All employees shall attend an annual Department Meeting to be conducted by the Public Safety Director, or in his absence the Chief Law Enforcement Officer.
2. Notice for this meeting will be given at least fourteen (14) calendars days in advance.
3. Excuse from attendance at this meeting will be at the discretion of the Public Safety Director, or in his absence the Chief Law Enforcement Officer.
4. This meeting shall not exceed four (4) hours in length.
5. For employees who are off-duty, attendance at these meetings shall be compensated by compensatory time in lieu of paid overtime, in accordance with Article VI. "Overtime" of this contract.



**Article XXIX**

**Fire Call**

All employees covered under this Agreement who also serve as a member of the Boonton Fire Department shall, while working as a police department employee, have the duty and responsibility as a Town employee to respond to any fire call or emergency call in which the Fire Department is involved. This provision is subject to minimum shift staffing and Shift Commander discretion.

**Article XXX**

**Officer-in-Charge Compensation**

Patrolmen assigned as Officer-in-Charge (OIC) of a patrol shift, in the absence of an assigned shift supervisor (i.e. Patrol Sergeant), shall receive three (3) hours of compensatory time for serving as the OIC for an entire twelve (12) hour patrol shift. Three (3) total compensatory hours for a complete twelve (12) hour tour only. No compensation for partial shifts being covered by a Patrol Officer as OIC.

**Article XXXI**

**Detective Compensation**

1. Employees assigned to the Detective Bureau shall be provided with an annual \$3,000.00 non-pensionable stipend on January 1st of each year. The \$3,000.00 non-pensionable stipend, payment will be made to the Employee on a semiannual basis. Payments will be made in July and December by separate check.
2. Employees who serve in an on-call capacity shall have the unrestricted use of a police department emergency vehicle subject to the Boonton Police Department rules and regulations and the direction of the Public Safety Director, or in his absence the Chief Law Enforcement Officer, and Town Administrator.

**Article XXXII**

**Fully Bargained Provisions**

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

Article XXXIII

**Savings Clause**

In the event that Federal or State legislation, governmental regulation, or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not invalidated shall remain in full force and effect, and the parties shall re-negotiate concerning any such invalid provision.

Article XXXIV

**Duration**

This Agreement shall be effective from January 1, 2022 through December 31, 2029. For purposes of subsequent negotiations, the parties agree that such negotiations for purposes of reaching a new contractual Agreement shall commence no later than the first week of September 2029, and will continue on a regular basis thereafter in good faith until said negotiations are completed.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED THEIR HANDS AND SEALS THIS 19<sup>th</sup> DAY OF OCTOBER, 2021.



ATTEST:

Cynthia Oravits  
Cynthia Oravits, Town Clerk

TOWN OF BOONTON

By: [Signature]  
Ed Robillard, Council President

BOONTON LOCAL NO. 212 OF THE  
NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION

By: [Signature]  
Karl Mangino, President, PBA #212

By: [Signature]  
Anthony Cosentino, Delegate, PBA #212

ATTEST:

[Signature]

Step Progression from 1/1/2022 to 1/1/2029

----- A-5 Step -----

Officer	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Bolcar, Joseph	15	16	17	18	19	20	20	20
Cherichella, Stephen	1	2	3	4	5	6	7	8
Colombo, Leo	15	16	17	18	19	20	20	20
Cosentino, Anthony	15	16	17	18	19	20	20	20
Gulla, Michael	15	16	17	18	19	20	20	20
Johnson, George	15	16	17	18	19	20	20	20
Mangino, Karl	20	20	20	20	20	20	20	20
Mondino, Daniel	15	16	17	18	19	20	20	20
Walinski, Brian	20	20	20	20	20	20	20	20
Dencker, Shane	4	5	6	7	8	9	10	11
Questa, Nicholas	4	5	6	7	8	9	10	11
Westenberger, George	4	5	6	7	8	9	10	11
Danzi, Christian	4	5	6	7	8	9	10	11
Olesin, William	4	5	6	7	8	9	10	11
Waddilove, James	3	4	5	6	7	8	9	10
Knoedler, Travis	2	3	4	5	6	7	8	9



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[www.boonton.org](http://www.boonton.org)

100 Washington Street  
Boonton, NJ 07005

**RESOLUTION 21-260**

**A RESOLUTION OF THE TOWN OF BOONTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, AUTHORIZING THE MAYOR ON BEHALF OF THE TOWN OF BOONTON TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH BOONTON LOCAL #212 OF THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION AND RATIFY A PRIOR AGREEMENT, AND ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE SUPERIOR OFFICERS ASSOCIATION OF BOONTON SOA LOCAL #212, AND RATIFY A PRIOR AGREEMENT, AND AUTHORIZE A SIDE AGREEMENT TO WITHDRAW UNFAIR PRACTICES WITH PREJUDICE**

**WHEREAS**, the Town of Boonton has negotiated a collective bargaining agreement with Boonton Local #212 of the New Jersey State Policemen's Benevolent Association (hereinafter "PBA") which is on file in the Town Clerk's office; and

**WHEREAS**, the Town of Boonton also seeks to ratify its prior Agreement with the PBA (2019-2021), which is on file in the Town Clerk's office; and

**WHEREAS**, the Town of Boonton has also negotiated a collective bargaining agreement with the Superior Officers Association of Boonton Local #212 (hereinafter "SOA"), which is on file in the Town Clerk's office; and

**WHEREAS**, the Town of Boonton also seeks to ratify its prior Agreement with the SOA (2019-2021), which is on file in the Town Clerk's office; and

**WHEREAS**, upon entering and ratifying these negotiated agreements, the PBA, SOA and the Town of Boonton each wish to withdraw previously filed unfair practice charges with prejudice, by way of Side Agreement on file in the Town Clerk's Office; and

**WHEREAS**, the Mayor and Town Council have concluded that ratification of the above noted prior contracts is appropriate, the entry of the Side Agreement is reasonable, and that both negotiated collective bargaining agreements are fair, reasonable and most effectively serve the long term needs of the Town of Boonton.

**NOW THEREFORE BE IT RESOLVED** by the Town of Boonton, in the County of Morris and State of New Jersey, as follows:

1. The Mayor of the Town of Boonton, on behalf of the Town of Boonton and the Town Council of the Town of Boonton, is hereby authorized to enter each respective collective bargaining agreement and ratify the prior Agreements as noted above, by affixing his signature.
2. The Town of Boonton Town Clerk is directed and shall thereafter attest on each collective bargaining agreement and the prior agreements as noted above, respectively.
3. The Town of Boonton Administrator is authorized and directed to execute the Side Agreement on behalf of the Town of Boonton.
4. Copies of this resolution along with its attached exhibits shall be available to the public in the Office of the Municipal Clerk, Town of Boonton.
5. This resolution shall take effect immediately.

I, Cynthia A. Oravits, Clerk of the Town of Boonton, County of Morris and State of New Jersey, hereby certifies this to be a true copy of a resolution adopted by the Mayor and Town Council on October 18, 2021.

  
Cynthia A. Oravits, RMC  
Town Clerk