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1979 + 1980
Police Contract

AGREEMENT BETWEEN

MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON

AND

BOONTON CHAPTER LOCAL NO. 212 OF THE NEW JERSEY STATE

POLICEMAN'S BENEVOLENT ASSOCIATION

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Labor Relations

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SCHEDULE ONE

AGREEMENT ENTERED into this 16th day of JANUARY, 1979,

by and between:

MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON, a
Municipal Corporation of the State of New Jersey, with
offices at 100 Washington Street, Boonton, New Jersey.

(Hereafter referred to as the "Town")

AND

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

(Hereafter referred to as the "Chapter")

WHEREAS, the Chapter has been recognized by the Town as the
exclusive representative 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 the Chapter 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 herein contained, it is mutually agreed by and between
the parties as follows:

RESOLUTION

WHEREAS, by resolution adopted April 20, 1970, the Mayor and Board of Aldermen of the Town of Boonton have recognized the Boonton Chapter Local No. 212 of the New Jersey State Policeman's Benevolent Association as the exclusive representative of the Boonton Police Department for collective negotiations with the Board of Aldermen in accordance with the New Jersey Public Employees Relations Act (N.J.S.A. 34:13A-1, et seq.), and

WHEREAS, extended conferences between the Negotiating Committees of the Mayor and Board of Aldermen and the Boonton Chapter have resulted in a recommended employment agreement for the calendar years of 1979 and 1980 and

WHEREAS, the Mayor and Board of Aldermen have considered the recommended employment agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen that the agreement marked "Schedule One", attached hereto and made a part hereof, be and the same is hereby accepted and approved, and

BE IT FURTHER RESOLVED that the Mayor and Town Clerk are hereby authorized and directed to execute said agreement on behalf of the Mayor and Board of Aldermen.

1. SALARIES

A. Each police officer covered by this Agreement shall receive an increase of six (6%) per cent effective January 1, 1979, and an increase of five and one half (5 1/2%) per cent effective January 1, 1980, and shall be paid in accordance with the schedule set forth below:

	<u>JANUARY 1, 1979</u>	<u>JANUARY 1, 1980</u>
	<u>PATROLMEN</u>	<u>PATROLMEN</u>
Step 1	\$11,395	\$12,022
Step 2	\$12,853	\$13,560
Step 3	\$14,310	\$15,097
Step 4	\$15,768	\$16,635
Step 5	\$17,225	\$18,172
	<u>SERGEANTS</u>	<u>SERGEANTS</u>
1st Year in Rank	\$17,755	\$18,732
2nd Year in Rank	\$18,285	\$19,291
	<u>LIEUTENANTS</u>	<u>LIEUTENANTS</u>
1st Year in Rank	\$18,815	\$19,850
2nd Year in Rank	\$19,345	\$20,409
	<u>CAPTAIN</u>	<u>CAPTAIN</u>
1st Year in Rank	\$19,875	\$20,968
2nd Year in Rank	\$20,405 ✓	\$21,527 ✓

B. Employees assigned to the Detective Bureau shall receive additional compensation of \$1,000 in two steps as follows:

1st Year in Rank \$500
 2nd Year in Rank Additional \$500

Salary increments will be paid on a calendar year basis except for promotions which will be paid on the anniversary date of the promotion.

✓ c. Employees will be compensated for a meal period of 30 minutes while on duty.

✓ 2. LONGEVITY

In addition to the above rates of pay, employees shall be entitled to longevity payments paid on a calendar year basis in accordance with the following schedule:

	<u>EFFECTIVE JANUARY 1, 1979</u>	<u>EFFECTIVE JANUARY 1, 1980</u>
1 to 3 years	None	None
Beginning of 4 thru 7 years	1% of Base Pay	2% of Base Pay
Beginning of 8 thru 11 years	2% of Base Pay	3% of Base Pay
Beginning of 12 thru 15 years	3% of Base Pay	4% of Base Pay
Beginning of 16 thru 19 years	4% of Base Pay	6% of Base Pay
20 years and thereafter	5% of Base Pay	7% of Base Pay

Effective January 1, 1980, 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.

✓ 3. VACATIONS

Employees shall be entitled to receive the following number of paid vacation days during the calendar year:

After one year - 12 working days

After 7 years - 15 working days

After 12 years - 20 working days

After 17 years - 25 working days

In the event an employee is unable to utilize his vacation entitlement during the calendar year, he shall be permitted to carry such unused days for a period of two years. If such days remain unused after two years duration, employees will be compensated for all of such unused days.

✓ 4. HOLIDAYS

Each Police Officer shall receive not less than 13 paid holidays per calendar year for which they shall receive a lump sum compensation at double time (2 x) for each holiday. In the event a police officer shall work on any of the days set forth as paid holidays, he shall receive additional compensation at the rate of straight time. In the event the Town or State shall declare or create holidays in excess of those set forth within this Agreement or by ordinance, employees covered by this Agreement shall be granted such holidays without need for further negotiations.

5. OVERTIME

- ✓ A. Overtime compensation shall be at the rate of straight time for all hours worked. In the event an off-duty officer is required to work on special duty, he shall be guaranteed four (4) hours of overtime at straight time.
- ✓ B. Police officers who are required to appear in Municipal Court during off-duty hours shall be guaranteed minimum compensation in two-hour intervals. Thus, such police officer who appears for one hour shall be paid for two hours; 2 hours and one minute shall be paid for 4 hours; 4 hours and one minute, 6 hours, etc.
- ✓ C. Payment for police officers who are required to appear before any Grand Jury, County, Superior, or Supreme Court proceeding during off-duty hours, shall be governed by provisions of N.J.S.A. 40A:14-135.
- ✓ D. For purposes of method of payment, police officers shall have the right to elect either cash or compensatory time off.
- ✓ E. Regular police officers shall be first offered the opportunity to work available overtime before special police officers are contacted.

- ✓ A. Each police officer covered by this Agreement shall be granted 15 working days of sick leave per Contract year and any days remaining and unused shall be accumulative.
- ✓ B. Officers, upon retirement, shall receive compensation for unused accumulated sick leave at the rate of \$30 per day. In the event of an officer's death in line of duty, said payments shall be made to his next of kin.
- ✓ C. In the event of a death, of a member of the police officer's family, he shall be granted an additional three (3) days off at no loss in pay. Family shall be defined as parents, parents-in-law, grandparent children, step-children, brothers, sisters, and blood relatives living in the officer's household. Such days shall be non-cumulative and not considered as a part of sick leave entitlement.

7. UNIFORM ALLOWANCE AND MAINTENANCE

- ✓ A. For the duration and term of this Agreement, each police officer covered by this Agreement shall receive an annual uniform allowance to be used for purchase of replacement equipment and/or cleaning. Each officer shall have the right to select such items of clothing as he deems necessary and payment will be made upon submission of a voucher from the appropriate supplier of the items purchased. During the term of this Agreement; uniform allowance and maintenance per Contract year shall be as follows: \$300.00
- ✓ B. Uniform and equipment damaged in the line of duty will be replaced by the Town without cost to the officer.
- ✓ C. New officers will be supplied with full uniform, including shoes and full equipment.
- ✓ D. Personal items damaged in the line of duty shall be reimbursed to the employee up to a maximum of \$50 per year. Such payments shall be limited to watch, ring, wallet, pen, and pencil.

✓ Spectacles, 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 payment in the event an employee should elect to make an insurance claim through private sources.

8. POLICE SCHOOL

- ✓ A. Compensation at the rate of straight time to officers attending Police School during period of attendance.
- ✓ B. Reimbursement for expenses incurred while attending Police School including clothing, traveling expenses, lodging, meals, equipment, books, upon approval by the Chief.
- ✓ C. Reimbursement at the rate of 15 cents per mile for traveling to and from Police School.
- ✓ D. The Town shall bear all expenses incurred for employees who attend special seminars and schooling for specialized courses, such as breathalyzer, narcotics, accident investigation, or similar type courses.

✓ 9. COLLEGE CREDITS

Reimbursement for cost of books required for law enforcement related courses leading to a degree or certificate in law enforcement at an accredited institution of learning.

✓ 10. TRANSPORTATION EXPENSES

Reimbursement at the rate of 15 cents per mile for traveling incidental to official police duties.

11. MEDICAL INSURANCE

- A. Full Blue Cross and Blue Shield coverage including Rider J to be provided at the expense of the Town of Boonton for the ~~employee~~ ^{OFFICER} and his dependents.

✓ Major Medical Insurance coverage shall be provided at the expense of the Town and shall include coverage for the officer and his dependents. Said Major Medical coverage shall include a maximum of \$25,000.00 each illness and a maximum of \$100,000.00 on all illness for life for the officer and his dependents. It is understood that this provision shall be effective not later than July 1, 1973.

✓ C. Effective January 1, 1976, the Town shall continue to provide medical insurance coverage for employees and their dependents who retire after 25 years of service, or who become disabled, which disability causes separation, provided however, that such coverage shall only continue until such time as an employee covered by this Agreement secures employment by an employer who has provision to provide medical insurance coverage.

✓ D. In the event the Town should provide new or improved insurance benefits for its other employees, officers covered by this Agreement shall be provided with such benefits without need for further negotiations.

12. INJURY IN THE LINE OF DUTY

✓ A. Time lost as direct result of injury in the line of duty shall not be deducted from "sick leave" due officer.

✓ B. Compensation at the rate of full salary for time lost as direct result of injury in the line of duty.

13. FALSE ARREST INSURANCE

✓ A. Complete false arrest insurance to be provided.

✓ B. In cases of officers charged with criminal conduct while ~~in~~ in the performance of their duty, the Town of Boonton shall burden all expenses incurred in the preparation of the defense of such officer.

days after the meeting.

thereon shall be rendered in writing within five (5) working days after the meeting. A decision shall be rendered in writing within three (3) working days of the filing of the written grievance. A decision shall be rendered in writing within three (3) working days after presentation of the grievance, a written grievance may be filed with the Town Police Committee, which shall meet with the employee and P.B.A. designated representative within three (3) working days of the filing of the written grievance. A decision shall be rendered in writing within three (3) working days after presentation of the grievance, a written grievance may be filed with the Town Police Committee, which shall meet with the employee and P.B.A. designated representative within three (3) working days of the filing of the written grievance. A decision shall be rendered in writing within five (5) working days after the meeting.

Step 2. In the event the aggrieved employee is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of the grievance, a written grievance may be filed with the Town Police Committee, which shall meet with the employee and P.B.A. designated representative within three (3) working days of the filing of the written grievance. A decision shall be rendered in writing within five (5) working days after the meeting.

Step 1. An employee with a grievance shall first discuss it with the Chief of Police or his designated representative, either directly or through the P.B.A. for the purpose of resolving the matter informally.

shall be followed:
B. 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:

A. Definition - A "grievance" within the meaning of this procedure shall be defined as any difference or dispute between the Town and an employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

14. GRIEVANCE PROCEDURE

In cases of officers being sued in civil action resulting from the performance of their duty, the Town of Boonton shall burden all expenses incurred in the defense of such officer and shall burden all judgments held against such officer.

Step 3. In the event an aggrieved employee is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within (3) working days after presentation of the grievance to the Town Police Committee, a written grievance may be filed with the Board of Aldermen, which shall meet with the employee and P.B.A. designated representative within five (5) working days of the filing of the written grievance. A decision thereon shall be rendered in writing within five (5) working days after the meeting.

Step 4. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 3 or if no decision has been rendered within five (5) working days after holding of such meeting, the matter may be referred by the P.B.A. to arbitration or remedies provided by the Civil Service Act. In such instances, the aggrieved employee and Association will be required to make an election of remedies in writing waiving one or the other remedy available.

Referral to arbitration or Civil Service shall be made within fifteen (15) days of the receipt of the written decision or from the date said decision would be due.

C. In the event of arbitration being elected, an arbitrator shall be selected by the parties from a panel of proposed arbitrators obtained from New Jersey State Mediation and Conciliation Service pursuant to its procedures and rules then pertaining.

The decision of the arbitrator shall be final and binding upon the parties with costs 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 obligations 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 Civil Service is not taken within the aforesaid time periods, the decision rendered in Step 3 will be deemed final and binding.

- D. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.
- E. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so, in writing.
- F. Any employee may be represented by himself or a representative selected and approved by the P.B.A.
- G. It is understood that employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.
- H. In matters of discipline or discharge, the parties may mutually agree to waive the first step of the grievance procedure and proceed immediately to Step 2 or Step 3.

✓ 15. DEATH BENEFITS

Minimum death benefits of three and one-half (3 1/2) times salary as provided under New Jersey State Employees' Pension and Annuity Fund.

16. SENIORITY

- A. For purposes of lay-off, recall from lay-off, and vacation selection, seniority shall govern:
 - 1. First by job classification;
 - 2. And then by department.

✓ b. 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 Department shall be first laid-off.

✓ Recall from lay-off shall be in the inverse order of Lay-off.

✓ c. During lay-off of regular police officers, the Town shall not hire additional employees without first recalling a laid off officer back to work; nor shall any such work be contracted out.

17. P.B.A. CONVENTION

✓ A. One delegate and two alternates are to be allowed to attend P.B.A. Convention and to be compensated at the rate of full pay for the time spent at said Convention.

✓ B. One delegate is to be allowed to attend monthly meetings of P.B.A. and to be compensated at full pay for attendance at said meetings.

✓ C. Fund in the amount of \$300 for reimbursement of expenses for delegation ~~from~~ from Boonton Police Force.

✓ 18. GENERAL AND MISCELLANEOUS

Any and all benefits now being enjoyed by members of the Boonton Police Department, and not herein enumerated or described, are to be retained.

19. SAVINGS CLAUSE

In the event any Federal or State Legislation, governmental regulation, or Court decision cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not

so invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalid provision.

20. DURATION

This Agreement shall become effective January 1, 1979, through December 31, 1980. For purposes of subsequent negotiations, the parties agree that such negotiations for purposes of reaching a new contractual Agreement shall commence during the first week of September, 1980, and will continue on a weekly basis thereafter, in good faith until said negotiations are completed.

MAYOR AND BOARD OF ALDERMEN OF
THE TOWN OF BOONTON

By _____
Enidio Cacciabeve, Mayor

ATTEST:



Thomas E. Hopkins, Clerk

BOONTON CHAPTER LOCAL NO. 212 of
THE NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION

By _____
Michael Woytowich, President

ATTEST:
