

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April 2017 by and between the **Bordentown City Police Superior Officers' Association**, hereinafter referred to as the "Officer" and the **Board of Commissioners of the City of Bordentown**, hereinafter referred to as the "City";

1. PURPOSE: It is the desire of the parties to promote a harmonious relationship between one another, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning terms and conditions of employment, reached as a result of good faith negotiations.

2. RECOGNITION OF UNIT: The City hereby recognizes the Superior Officers Association, as the exclusive negotiating representative for all full-time police officers of the Bordentown City Police Department in the ranks of Captain, Lieutenant and Higher. All other employees of the department are excluded.

3. NON-DISCRIMINATION: The City agrees not to discriminate against any member of the Superior Officers Association on the basis of race, creed, color, national origin, sex, membership or participation in or association with the activities of the Superior Officers Association or for presenting a grievance.

4. VACATION:

A. Members of the Superior Officers Association shall be entitled to an annual paid vacation as follows:

<u>COMPLETED YEARS OF CONTINUOUS SEVICE</u>	<u>DAYS OF PAID VACATION</u>
0-1	8 Hours per month(Varies)
1-3	9 Days (108 hrs)
4-7	11 Days (132 hrs)
8-12	13 Days (156 hrs)
13-16	15 Days (180 hrs)
17-20	17 Days (204 hrs)
21-25	19 Days (228 hrs)

B. For the purpose of vacation, a "day" is defined as a 12-hour workday. Primary vacation shall mean vacation taken for more than one week at a time.

C. Any unused vacation time at the end of the year covered by this agreement may be carried only into the next year, but must be taken by July 1 of that next year.

D. In the event an Officer is entitled to vacation leave at the time of the Officer's death, that Officer's surviving spouse or estate shall receive due to compensation pursuant to N.J.S.A. 40A:14-137.1 which is as follows: " the governing body of any municipality having a paid police or fire department shall be authorized upon the death or retirement in good standing of any permanent member of such municipal police department or paid fire department occurring on or after the effective date of this act, to cause to be paid to him or his estate the full amount of any vacation pay accrued but unpaid at the time of his death or retirement. In the event that such vacation credit shall

be calculated in terms of days off, the governing bodies shall pay for the same at the prevailing wage of the member at the time of death or retirement.”

E. If a vacation day is taken on a holiday when an Officer is scheduled to work, the Officer will receive the holiday pay but shall be charged vacation time

F. Any Officer may sell back to the City up to eighty-four (84) hours of unused vacation time which was not used during the previous calendar year. The City shall pay this in a check separate from all other wages at the hourly rate of the year in which it was earned.

G. An Officer whose employment terminates during the calendar year shall be paid for unused vacation time earned, pro-rated to the time of separation.

5. WORK HOURS:

A. The Chief of Police will determine the work hours for members of the Superior Officers Association as he/she feels best to fit the department's needs. Members of the Superior Officers Association shall work 84 hours every 2 week pay period.

B. The regular hourly rate of pay shall be the salary from table in section 20, divided by 2184 hours.

C. In the event an employee takes a sick day or vacation day during a two week period, the employee shall be charged for sick or vacation time, but shall be entitled to receive the 84 hours pay for the two week period.

6. HOLIDAY PAY:

A. Every Officer shall, in addition to salary, be paid for his or her normal hourly rate of pay for the following holidays.

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Day

B. Holiday payment shall be paid in a check separate from any and all other checks and shall be paid on the basis of a twelve (12) hour day.

C. Holiday pay shall be paid once a year between the first and seventh of December.

D. Employees whose employment terminates during the calendar year shall be paid only for those holidays, which have occurred prior to the date of termination of employment.

E. Employees covered under this agreement shall be entitled to three (3) personal days per annum on the basis of a twelve (12) hour day. Personal days not used by the end of the calendar year shall be converted to vacation days.

- F. If an employee is denied a vacation day on a holiday and thereafter uses a sick day for the holiday, the employee shall forfeit the holiday pay for that holiday.

7. SICK LEAVE:

- A. Sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impractical for him or her to perform the duties of their position or similar police-related function. Sick leave may also be used for the purpose of the member to care for the member's immediate family due to illness. However, such use of sick time shall be limited to ten (10) days per year and for no more than three (3) consecutive working days at a time unless it is medically certified that the officer's spouse or children's illness requires that the officer be at home to provide care and assistance.
- B. The Officer is entitled to ten (10) days of sick leave with pay per annum after the first calendar year of employment. Sick leave shall accumulate at ten (10) hours per month during the first calendar year of employment. A day shall mean a twelve (12) hour workday.
- C. Sick leave not utilized during the calendar year shall be accumulated from year to year.
- D. Upon retirement/death, those employees **hired prior to May 21, 2010** shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a **maximum benefit payable up to \$18,000.00**.

Upon retirement/death, those employees hired on or **after May 21, 2010** shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a **maximum benefit payable up to \$15,000.00** in accordance with Chapter 3, PL 2010.

- E. The City will enroll the member in the State Disability Insurance Program.
- F. Members may donate up to forty (40) hours of their sick time per year to another who is seriously ill and has exhausted their own sick leave.

8. DEATH IN THE FAMILY:

- A. Leave with pay, not to exceed three (3) working days, shall be permitted for such an absence as due to and necessitated by the death of a family member of the immediate family of the employee. This leave must be taken during the time of the funeral for the death of such member of the employee's immediate family. The term "immediate family" is defined as spouse, child, father, mother, sister, brother, mother-in-law, father-in-law.
- B. Leave of one (1) working day shall be granted to each member for the death of grandparents, son-in-law, daughter-in-law, aunt, uncle, brother-in-law, or sister-in-law.

- C. Leave of five (5) working days shall be granted to each member for the death of a member of the immediate family (as defined in section 8A), where the employee must travel in excess of 500 miles from the City of Bordentown to attend the funeral
- D. Any employee, who has exhausted his leave, may not exceed three (3) sick days.
- E. All days will be paid on the basis of a twelve (12) hour day.

9. HEALTH INSURANCE:

A. The City shall provide to all employees covered under this Agreement and the employee’s dependent family members medical health coverage and prescription drug benefits as provided for under the New Jersey State Health Benefits Program as administered by the Department of Treasury, Division of Pensions and Benefits in accordance with New Jersey State Law. The City is not responsible for any difference between the coverage or co-pay changes made by the State under the New Jersey State Health Benefits Program. Changes made by the State are the responsibility of the employee.

B. A health contribution amount to offset the annual cost to the employee for medical and prescription benefits will be provided through the payroll health deduction process in the following amounts:

2017: \$1,200 2018: \$1,300 2019: \$1,400 2020: \$1,500

C. The City may, in its discretion, change providers for medical and prescription drug coverage provided the coverage is equal to or better than the NJ State Health Benefits Program.

D. The City of Bordentown shall provide to all members of the department coverage under the “Police Protection Plan”. For the purpose of this section, employees and their families shall include the employee, spouse and legally dependent children.

E. The City shall continue to keep in full force and effect all existing health and medical insurance benefits to the employee’s surviving spouse and minor children upon his death for a six (6) month period.

F. The City will continue to keep in full force and effect all existing health and medical insurance benefits to the employee’s surviving spouse and/or legal dependent child/children to age twenty-six (26) of any officer killed in the performance of his police duties.

10. VISION COVERAGE/DENTAL COVERAGE

Employees covered under this Agreement, their spouse and dependents shall be entitled to reimbursement of vision and/or dental expenses up to a maximum of **\$1,600.00 per year**. A paid receipt must be provided by the employee as proof of services rendered by a professional for vision and/or dental services, insurance premiums and appurtenances. (i.e. prescription eyeglasses, sunglasses, contact lenses, etc.) Medical Insurance co-pays are not to be considered as reimbursable under this Article.

Health coverage, prescription drug coverage, dental coverage and vision coverage (as provided in this article) shall continue in full force and without interruption during the period of time that an employee is on workers' compensation leave and/or FMLA.

11. CLOTHING AND MAINTENANCE:

A. The City of Bordentown will issue each full-time officer the following:

- | | |
|--------------------------------|------------------------------------|
| 3 long sleeve shirts | 3 short sleeve shirts |
| 3 trousers | 1 police service coat (all season) |
| 1 2-pocket black BDU shirt | 1 pair black BDU trousers |
| 1 pair dress shoes | 1 pair boots |
| 1 raincoat and hat cover | 1 set of required nylon web gear |
| 1 Class "A" Blazer | 1 Class "A" Long Sleeve Shirt |
| 1 Set of Leather Gear | 1 Sam Brown Strap and D Rings |
| 1 Police service hat and badge | 1 Black Baseball Hat |
| 1 Winter Hat | 1 Set of Collar Brass |
| 1 Name Tag | |

B. Shoes and boots shall be new: all other items may be used if in serviceable condition.

C. An annual uniform and maintenance allowance will be paid within twenty (20) days of final passage and approval of the Bordentown City Budget. The amount shall be as follows for each year:

2017: \$1,875.00 2018: \$1,925.00 2019: \$1,975.00 2020: 2,025.00

D. An inspection of all initially issued items will be conducted once a year prior to receiving the maintenance allowance to ensure all equipment is in satisfactory condition. If an item(s) is found to be in unsatisfactory condition, same will be documented on an inspection checklist form and the Chief will be required to make the necessary purchase within 30 days of receiving his/her allowance.

E. Newly required piece of uniform or equipment shall be issued by the City of Bordentown initially.

12. EQUIPMENT:

A. The City of Bordentown shall provide all members with the following equipment.

- 1 Department issued service weapon
- 3 Weapon magazines with ammunition
- 1 PR-24 expandable baton or straight baton
- 1 Portable radio with microphone and charger
- 1 Department issued pepper mace
- 1 Police Identification
- 1 Pair Handcuffs
- 2 Yellow Police Staff Shirts
- 1 Breast Badge with Number and Rank
- 1 Ready bag w/mask and assorted items

- B. The cost of maintenance and or replacement of all equipment shall be the responsibility of the City.
- C. Under NO circumstances will an officer be required to work patrol duties without the required equipment.
- D. No employee shall be required to use or to operate a piece of equipment, which is not in safe operating condition.
- E. No employee shall be required to perform any non-office function without proper and sufficient radio communications at his/her disposal.
- F. The City will provide pepper mace and the officer will reimburse the department the cost of mace. All other items will be maintained and paid for by the City.
- G. The City shall provide to the Officer, a certified Threat Level II or greater Bullet Resistant Vest, and shall, at no expense to the officer, replace the vest when necessary. The Officer will be responsible for the maintenance of the vest and shall be required, in accordance with regulations established wear the vest at all times while on duty.
- H. The City shall maintain and make available gun cleaning supplies for issued weapons.
- I. The City shall maintain and provide, when required at firing range, hearing and eye protection for each officer.

13. RETIREMENT:

- A. Employees shall retain all pension rights pursuant to the laws of the State of New Jersey.

14. BUSINESS EXPENSES:

- A. Subject to availability, the Officer shall have the right to use departmental vehicles for business related travel, including attendance at courses related to police duties when designated.
- B. A mileage allowance as determined by the Internal Revenue Service will be paid to an employee who is required to use his/her own vehicle for business related travel when a departmental vehicle is not available.

15. MANAGEMENT RIGHTS:

- A. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) To direct employees of the department; (b) to hire, promote, transfer, assign, and retain employees positions in the department and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of department operations entrusted to them; (e) to determine methods, means, and personnel by which such operations are to be conducted; (f) to establish, in writing, reasonable work rules; (g) to take whatever actions may be necessary to carry out the mission of the department in situations of emergency.

16. FULLY BARGAINED AGREEMENT:

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

17. PERSONAL PROPERTY:

- A. The City shall reimburse any member the reasonable cost of replacement for personal items lost or damaged in the line of duty, upon presentation of a bill for such items.

18. EMERGENCY MEDICAL TECHNICIAN:

- A. The Officer having and maintaining Emergency Medical Technician (E.M.T.) Certification shall receive a check paid annually in a check separate from any and all other checks. Said payment to be made within twenty days (20) of the final passage of the City Budget.

2017: \$800.00 2018: \$850.00 2019: \$900.00 2020: \$950.00

- B. The City shall provide E.M.T. certified members all appropriate time and materials necessary for update training and re-certification as required by the State of New Jersey to maintain E.M.T. certification. Members failing to maintain E.M.T. certification shall no longer be entitled to the stipend.

19. OFF DUTY POLICE ACTION:

- A. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member on his/her time off, while in the State of New Jersey, which would have been taken by an officer if present or available, shall be considered as police action, and the employee shall have all of the rights and benefits concerning such action as if he/she were on active duty.
- B. The City of Bordentown has agreed that sworn police personnel covered by this agreement shall be fully indemnified and defended by the city for all circumstances in which said employee(s) render first aid, whether on or off duty.

20. SALARY:

- A. Wage Adjustments for the duration of this Agreement shall be as follows:

2017: 2.5% 2018: 2.5% 2019: 2.5% 2020: 2.5%

- B. The Officer shall be paid at the rate noted below based on the years of service in the PFRS. Employees hired after January 1, 2002 shall be paid longevity at the rate noted below based on the years of service with the City of Bordentown. Longevity payments shall not be considered part of the employee's base salary.

15 Years of Service: 2017 – 2020: \$1,000.00 per annum

Longevity payments will not be applicable to all employees hired after January 1, 2017.

21. CEREMONIAL ACTIVITIES:


- A. In the event a police officer in another department in the State of New Jersey is killed in the line of duty the City will permit at least one uniformed police officer of the City to participate in the funeral service for the said deceased officer, on a voluntary, off duty basis.
- B. At the discretion of the Chief of Police and subject to availability, the City will permit a City police vehicle to be utilized by the officer attending the funeral service.
- C. Police officers participating in such funeral service shall not be entitled to any compensation during the time that they are participating in said funeral service.

22. OUTSIDE EMPLOYMENT:

- A. Outside employment is defined as performing duties as a police officer of the City of Bordentown authorized by the Chief of Police but being paid for said services by a private entity.
- B. All outside employment shall be arranged and authorized through the Chief of Police or his designee.
- C. Outside employment shall be paid as follows:
0-2 hours: one hundred fifty dollars (\$150.00)
Over two (2) hours: seventy-five dollars (\$75) per hour thereafter, in increments of one (1) full hour.
- D. Outside employment shall first be offered to all available Association members, as well as administrators on a rotational basis. If in the event the Chief or his designee cannot obtain an association member for the job, then the Chief or his designee may offer the job to a non-association member such as a special officer. For the purpose of this section only, an administrator is a full-time sworn police officer holding the rank of Captain or Lieutenant.
- E. The Chief of Police or his designee shall maintain and post overtime roster which shows all overtime hours worked by each officer.

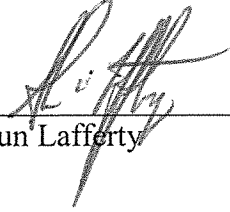
Signatures on succeeding page

CITY OF BORDENTOWN




Joseph R. Malone, III, Mayor

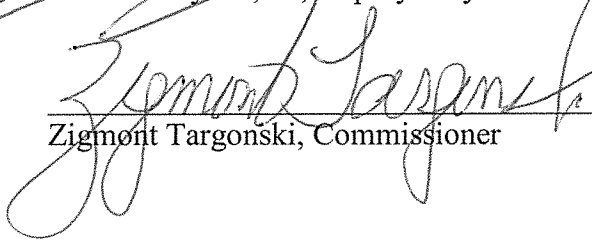
**BORDENTOWN CITY SUPERIOR
POLICE OFFICERS ASSOCIATION**



Lt. Shaun Lafferty



James E. Lynch, Jr., Deputy Mayor



Zigmunt Targonski, Commissioner