

Agreement

Between

The Town of Boonton

And

**The Superior Officers Association
Of Boonton Chapter Local # 212
New Jersey State Policeman's Benevolent Association**

January 1, 2013 through December 31, 2015

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Preamble

AGREEMENT entered into this ____ day of _____ 2013 by and between: Mayor and Board of Alderman of the **Town of Boonton**, a Municipal Corporation of the State of New Jersey, with offices at 100 Washington St. Boonton, New Jersey, (herein after referred to as the "Town") and The **Superior Officers Association of Boonton Chapter Local Number 212 of the New Jersey State Policeman's Benevolent Association**, (herein after referred to as the "SOA Chapter").

WHEREAS, the SOA Chapter has been recognized by the Town as the exclusive representative of the Officers of the rank of Sergeants and above, excluding the Chief of Police, 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 SOA 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:

Article I

Salaries

1. Each Officer covered by this Agreement shall receive an increase in salary compensation of two point zero percent (2.0%) effective January 1, 2013, an increase of two point zero percent (2.0%) effective January 1, 2014, and an increase of two point zero percent (2.0%) effective January 1, 2015 and shall be paid in accordance with the schedule set forth below:

Captain

	1/1/2013	1/1/2014	1/1/2015
	\$115,280.00	\$117,586.00	\$119,938.00

(Includes a ten percent (10%) differential between the top Lieutenant step and the Captain salary.)

Lieutenants

	1/1/2013	1/1/2014	1/1/2015
1 st Year in Rank	\$100,036.00	\$102,037.00	\$104,078.00
2 nd Year in Rank	\$104,799.00	\$106,895.00	\$109,033.00

(Includes a ten percent (10%) differential between the top Sergeant step and the Top Lieutenant Step.)

Sergeants

	1/1/2013	1/1/2014	1/1/2015
1 st Year in Rank	\$90,506.00	\$92,316.00	\$94,162.00
2 nd Year in Rank	\$92,083.00	\$93,925.00	\$95,804.00
3 rd Year in Rank	\$93,680.00	\$95,554.00	\$97,465.00
4 th Year in Rank	\$95,272.00	\$97,177.00	\$99,121.00

(Includes a ten percent (10%) differential between the top Patrolman step and the top Sergeant step.)

2. Salary increments for all officers promoted will be paid on the anniversary date of promotion.
3. Employees will be compensated for a meal period of thirty (30) minutes while on duty.

Article II

Longevity

1. 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 on a calendar year basis in accordance with the following schedule.

1 to 3 years	NONE
Beginning of 4 through 7 Years	2 % of Base Pay
Beginning of 8 through 11 Years	3 % of Base Pay
Beginning of 12 through 15 Years	4 % of Base Pay
Beginning of 16 through 19 Years	6 % of Base Pay
20 Years and Thereafter	7 % of Base Pay

2. All Employees hired after January 1st, 1994 shall receive longevity based on the anniversary date of employment in accordance with the aforementioned schedule.
3. 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 and effective April 15th, 1986 for overtime calculations, but shall not be included in base pay for any other purpose.
4. All employees hired after January 1st, 1997 shall receive longevity payments according to the following schedule:

1 to 9 years	None
Beginning of 10 through 19 Years	\$1,000.00
20 Years and Thereafter	\$2,000.00

Article III

Vacations

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

Commencing 2nd Year	96 Hours
Commencing 5th Year	120 Hours
Commencing 10th Year	160 Hours
Commencing 15th Year	200 Hours

2. In the event an employee is unable to utilize his/her vacation entitlement during the calendar year, he/she shall be permitted to carry such unused hours for a period of one (1) year. If such hours remain unused after two (2) years duration, employees will be compensated for all unused hours only if the reason for non-use of the vacation period results from the suspension of vacation periods by the Chief of Police or Mayor and Board of Alderman for emergency reasons. Vacations shall first be approved by the Chief of Police.

Article IV

Holidays

1. Each Police Officer 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 a police officer 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 1st, 1982 holiday pay shall be included for purposes of retirement contributions and, effective April 15th, 1986 overtime calculations, but shall not be included in base pay for any other purpose.

Article V

Overtime

- A. Payment of overtime compensation shall be pursuant to the Fair Labor Standards Act as follows:
1. 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 171 hours in a 28-day work period unless otherwise provided for in this agreement.
 2. Employees shall be compensated at straight time for all hours worked up to 171 hours in a 28-day work period except as otherwise provided for in this Agreement.
 3. Officers 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 officer has worked less than 171 hours in a 28-day work period.
 4. For retirement purposes compensatory hours will be limited to 200 hours for all officers covered by this Agreement.
 5. Officers who elect to take compensatory time off during the one hundred sixty (160) hours in a 28-day work period will not have those hours deducted from any overtime hours worked in the 28-day work cycle in which the officer has elected to take cash in lieu of compensatory time.
 6. Effective August 1st, 2011 Officers who elect to take vacation time off during the one hundred sixty (160) hours in a 28-day work period will not have those hours deducted from any overtime hours worked in the 28-day work cycle. All vacation leave shall be recognized as creditable hours for overtime computation.
- B. In the event an off duty officer is required to work on special duty, he/she shall be granted four (4) hours of overtime.
1. If an Officer 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.
 2. If an Officer 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.

C. When it is not possible to schedule appearances in Municipal Court or conferences with the Municipal Prosecutor during periods when officers are on duty, an officer 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.

1. If such appearance or conference extends beyond the minimum compensation period, the Officer 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.
2. If the unavailability of the Officer is the reason that the preparation or appearance cannot be scheduled during duty periods, no minimum compensation shall be provided. In such case, the officer will be compensated on an hourly basis or portion thereof.

D. Payment for police officers 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.

E. For the purpose of method of payment, Police Officers shall have the right to elect either cash or compensatory time off. Compensatory time shall be scheduled at such time as requested by the Officer, provided, however, the shift can be covered by other Officers and that the consent of the Shift Commander or other appropriate administrative personnel has been obtained.

1. Employees who elect to take compensatory time shall be allowed to accumulate a maximum of two hundred (200) hours. After the maximum is accrued, cash must be taken.

F. Regular Police Officers shall be first offered the opportunity to work available overtime before Special Police Officers are contacted.

Article VI

Sick Leave

- A. All Officers 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.

If an Officer 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.

- B. An Officer 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.
- C. The Town shall have the right to require an Officer 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 Officer is capable of performing his/her normal duties and that his/her health will not jeopardize the health of other employees.
- D. 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 Officer.

E. Upon retirement, an officer shall be compensated for unused accumulated sick leave according to the following schedule:

1. Thirty Dollars (\$30.00) per day for all accumulated sick leave earned up to December 31, 1982.
2. Forty Dollars (\$40.00) per day for all accumulated sick leave earned starting January 1, 1983.
3. Any Police Officers 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.

F. 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.

* In the event of the death of an Officer in the line of duty, said payments shall be made to his/her estate.

Article VII

Terminal Leave

Policy: The N.J. 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 of 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:

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

Employee has:	1600	Sick Hours accumulated
	160	Vacation hours accumulated
	<u>40</u>	<u>Compensatory hours accumulated</u>
	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.

Example B:

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

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	

Employees 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.

- C. Any Police Officer hired after January 1st, 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.

- D. Any Police Officer hired after January 1st, 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.

- E. Any Police Officer hired after January 1st, 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.

Article VIII

Bereavement Leave

In the event of a death of a member of the police officer'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, 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 Chief of Police in consultation with the Town Administrator.

Article IX

Uniform and Maintenance Allowances

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

<u>2013</u>	<u>2014</u>	<u>2015</u>
\$1,050.00	\$1,050.00	\$1,050.00

- B. The maintenance allowance of the uniform/maintenance allowance will be paid by a separate check that will be issued between the second and third regularly scheduled meeting of the Board of Alderman Vouchers for payment are to be prepared by the Boonton Police Secretary, in a timely fashion, delivered to the Town Treasurer, and paid as set forth below:

<u>2013</u>	<u>2014</u>	<u>2015</u>
\$450.00	\$450.00	\$450.00

- C. Uniforms and equipment damaged in the line of duty will be replaced by the Town without cost to the officer.
- D. 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 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

- 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 current I.R.S. rate per mile for travel 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 Alcotest, narcotics, accident investigation, or similar type courses.

Article XI

Educational Benefits

- A. All Employees securing an Associate's Degree shall receive an annual stipend of \$500.00.
- B. All Employees securing a Bachelor's Degree shall receive an annual Stipend of \$1,000.00.
- C. 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.
- D. 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.

Article XII

Transportation Expenses

Reimbursement at the current I.R.S. rate per mile for traveling incidental to official police duties.

Article XIII

Medical Insurance

- A. The Employer 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.
- B. Effective January 1st, 2011, the Town shall provide medical insurance coverage for officers and their dependents, for officers 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 an officer covered by this Agreement secures employment by an employer who has provision to provide medical insurance coverage.
- C. In the event the Town should provide new or improved insurance benefits for its other employees and the wage and economic benefits provided said other employees exceeds the economic package (inclusive of wage and economic benefits) provided the P.B.A. 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.
- D. Maternity benefits are covered under the State Disability plan, the same as any other illness.
- E. Effective January 1st, 2013, for all members the statutory obligation under Chapter 78, P.L. 2011 requires all public employees to contribute towards the cost of health care benefits coverage based upon a percentage of the cost of coverage during the length of this agreement. This contribution shall be deducted from the Employee's regular pay and subject to the Employer's Section 125 Plan for tax purposes only. The health benefit premium contribution percentage will be based on the Employee's base salary. The employee will pay one-fourth (1/4) of the health benefit premium contribution rate percentage for 2013, one-half (1/2) of the benefit premium contribution rate percentage for 2014, and three-quarters (3/4) of the benefit premium contribution rate percentage for 2015 during these phase-in years. See yearly percentage scale of medical insurance contribution:

Article XIV

Dental Insurance

- A. 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:
1. Coverage by the Town shall be for the employee only
 2. Employees wishing to enroll in family coverage shall be permitted to do so at the employee's expense for the additional coverage.
 3. Payment for family type coverage will be accomplished by means of payroll deductions.

Article XV

Injury In the line of Duty

- A. In the event that an officer is injured in the course of performing his/her duties as an Officer, his/her absence will not be deducted from his/her sick leave benefits.
- B. During such absence, the Town will pay said Officer the difference between the benefits he/she has received from Worker's Compensation payment or other similar disability benefits, at the wage rate he/she was earning at the time of his/her injury. If an Officer 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 examination from time to time by a physician of its choice to verify the inability of said officer 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

- A. The Town shall continue to provide insurance to protect the officers against liability resulting from claims of false arrest.

- B. The responsibility of the Town for the defense in other actions or legal proceedings arising out of or incidental to the performance of an Officer's duties shall be set forth in N.J.S.A. 40A:14-155.

- C. The Town will indemnify any Officer to the extent of any judgment recovered against such Officer 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

- A. 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.
- 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:

Step One

An employee wishing to appeal a grievance shall first appeal the action to the Chief of Police. The Chief of Police 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 the Board of Aldermen, within three (3) working days, from the disposition of Step Three.

Step Four

The Mayor and Board of alderman 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 Board of Aldermen shall render a decision, in writing, within five (5) working days after the meeting.

Step Five

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 P.B.A. 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.

- C. 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 NJ Department of Personnel is not taken within the aforesaid time periods, the decision rendered in Step Three 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 S.O.A.
- G. 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

- A. Definition- In accordance with Title 4A of the New Jersey Administrative Code minor discipline is:
1. A formal written reprimand
 2. A suspension or fine of 40 hours or less.
- B. A written performance notice or written oral reprimand are not considered discipline according to Title 4A and, shall have no mechanism for appeal.
- C. 4A:2-3.1 (d) Authorizes the appointing authority to establish procedures for processing minor discipline.
- D. 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 Chief of Police. The Chief of Police 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 in 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 Board of Alderman, within three (3) working days from the disposition of Step Three.

Step Four

The Mayor and Board of Alderman 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 Board of Alderman will render a decision, in writing, within five (5) working days after the meeting.

- E. The decision of the Mayor and Board of Alderman will be deemed final and binding in all matters of minor discipline action, for employee covered by this Agreement.
- F. 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.
- G. 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 S.O.A. may attend the meetings at each step of this appeals process.
- H. Any employee may be represented by himself/herself or a representative selected and approved by the S.O.A.
- I. 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.
- J. 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. Employee not satisfied with the decision at Step Four, may appeal to the Department of Personnel according to the procedures set forth by Title 4A.

Article XIX

Death Benefits

- A. Minimum death benefits of three and one half (3 ½) times salary as provided under the New Jersey State Employees Pension and Annuity Fund shall be provided by the Town.

- B. In the event of the death of any member covered by this Agreement, the Town will continue to pay the members salary for the duration of the calendar year in which the member has died. Salary payment will be made to the beneficiary or executor of the estate.

Article XX

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 employee without first recalling laid off officers back to work, nor shall any such work be contracted out.

Article XXI

P.B.A. Convention

In the event a member from the S.O.A. is elected to attend the P.B.A. Convention one (1) Officer will be permitted to attend the Convention and will be compensated at the rate of full pay for the time spent at said Convention.

Article XXII

Compensation for Private Contract

Officers who are engaged for special duty assignments by private parties shall be compensated by said private parties at the rate of time and one half (1 ½).

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

- A. 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 Chief of Police.
- B. This provision does not prohibit the Town from hiring additional employees, i.e.: police officers, dispatchers, for the purpose of increasing efficiency, services and protection for the community.
- C. It is however, the opinion of the officers covered by this Agreement, that to provide proper police protection for the community and to insure the safety of the officers, 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 Chief of Police as stated in Paragraph A.

Article XXV

Fully Bargained Provisions

- A. 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.
- B. In recognition of the fact that all prior contracts between the parties contained a clause generally retaining all benefits currently enjoyed by the Officers of the Boonton Police Department and that the attempt to specify 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 Officers 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 XXVI

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 XXVII

Duration

This Agreement shall be effective from January 1st, 2013 through December 31st, 2015. 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 2015, 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 22 DAY OF Jan., 2012.

TOWN OF BOONTON

By: Cyrl Wekilsky
Cyrl Wekilsky, Mayor

ATTEST:

Cynthia Oravits
Cynthia Oravits, Town Clerk

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

By: David Mayhood
David Mayhood, Lieutenant
Christian Trowbridge
Christian Trowbridge, Sergeant
Stephen Jones
Stephen Jones, Sergeant

ATTEST:

Patricia Van Buren