

## Memorandum of Agreement

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is entered into on June 8<sup>th</sup>, 2022, by and between the **TOWNSHIP OF BORDENTOWN** (“Township”) and the **BORDENTOWN TOWNSHIP POLICE OFFICERS’ ASSOCIATION** (“Association”) an affiliate of Fraternal Order of Police Lodge No. 2.

**WHEREAS**, the Association is the exclusive representative for the Township’s Police officers and detectives for the purpose of collective negotiations with the Township regarding the terms and conditions of their employment; and

**WHEREAS**, the Township and the Association were parties to a collective negotiation agreement effective October 24, 2017 through December 31, 2021 (“2017 Agreement”); and

**WHEREAS**, upon the expiration of the 2017 Agreement, the Township and the Association entered into negotiations for a successor collective negotiations agreement; and

**WHEREAS**, as a result of those negotiations, the Township and the Association have agreed upon the terms and conditions of a successor collective negotiations agreement and desire to memorialize those terms and conditions in this Memorandum of Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Township and the Association agree to the following:

1. Article 5 – Shift Schedules.

a. Section 5.3 is amended to read: *“Each squad will work a rotating shift for a period of one (1) month.”*

b. A NEW Section 5.6 shall be added with the following language:

*“In consideration for the current 12-hour “Pitman Schedule” currently in place, those employees who are currently working the Pitman Schedule which accounts for an 84-hour bi-weekly schedule shall accrue the equivalent of 2 hours of compensatory time per pay period, not to exceed 52 hours in any single year. These hours shall be kept in a separate and distinct bank of compensatory hours (“Kelly Bank”). The Township will provide all 52 hours in this bank on January 1<sup>st</sup> of each calendar year. Employees may use their Kelly Bank hours in a maximum of six (6) hour increments. Employees may request to use Kelly hours in addition to the six (6) hour maximum, not to exceed one shift (12 hours consecutive). The request may be considered only if operations of the department and shift are not adversely affected. For the upcoming calendar year 2023, employees will be permitted to carry over no more than twenty-six (26) Kelly bank hours from the previous year. These carry over hours must be utilized in the first three months of 2023. For the calendar year 2024, employees will be*

*permitted to carry over no more than fifteen (15) Kelly Bank hours from the previous year. These carry over hours must be utilized in the first three months of the next year. Both management and association members will first make all good faith attempts to prevent carry over hours from year to year by utilizing the time in the year it was earned. The Kelly Bank hours shall not be subject to recall to any particular shift based on department needs. Kelly Bank hours shall be permitted with permission from the Chief of Police or his/her designee based on seniority and the availability of proper staffing of the department. Kelly Bank hours are separate and distinct from all other compensatory time and paid benefit time as prescribed in this contract or Township Personnel Policies."*

2. Article 7 – Salary.

- a. Section 7.7 shall be amended to read: *"If an officer serves as an officer in charge ("OIC") for at least one-half of one shift (6 consecutive hours), that officer shall receive a stipend in the amount of \$65."*
- b. Section 7.8 shall be amended to add the following language: *"Any employee that serves as a K-9 officer and has been assigned a dog shall, in addition to the aforementioned compensatory K-9 hours, be paid a stipend of \$2,500 annually, pro-rated, for the time when a K-9 dog is in their care and employed by the Department. The K-9 Officers shall be responsible for the care of the K-9 dog at all times whether on or off shift."*
- c. A NEW Section, Section 7.9 shall be added that reads: *"Any employee who serves as a Field Training Office (FTO) as designated by the Chief of Police or the Chief's designee and who is assigned to a new officer in the Department shall be paid a stipend of \$250 for each phase worked as an FTO."*

3. Article 8 – Overtime.

- a. Section 8.2 is changed to read: *"When time changes due to going on or leaving daylight savings time occur, employees will be paid their standard number of hours (8, 10 or 12) regardless of the actual hours worked."*
- b. Section 8.8: The maximum compensatory bank (exclusive of Kelly Bank hours) shall be seventy-two (72) hours rather than thirty-six (36) hours.
- c. Section 8.13 is changed to read: *"Any officer working a construction detail paid by an outside agency shall be paid a rate of \$90 per hour for the first eight (8) consecutive hours worked and \$100 per hour for each additional hour. Emergency construction details (those scheduled with less than 24 hours of notice) shall be paid at a rate of \$100 per hour. Any officer assigned to a*

*construction detail that gets cancelled with less than 24 hours' notice shall receive compensation of four (4) hours."*

4. Article 10 – Holidays. Section 10.3 amended to read: "For the purposes of this Agreement, a Holiday shall be defined as being 8 hours in length for individuals working an 8-hour shift, *10 hours in length for individuals working a 10-hour shift* and 12 hours in length for individuals working a 12-hour shift."
5. Article 11 – Personal Days. Section 11.2 is amended to read: "For purposes of this Agreement, a Personal Day shall be defined as being 8 hours in length for individuals working an 8-hour shift, *10 hours in length for individuals working a 10-hour shift* and 12 hours in length for individuals working a 12-hour shift."
6. Article 12 – Vacation.

- a. Section 12.1, the accrued vacation leave policy. shall be amended as follows:

<b>Completed Years of Service</b>	<b>Day of Paid Vacation</b>
Up to 1 year of service	1 day per month
1 to 4 years of service	12 days per year
5 to 11 years of service	15 days per year
12 to 19 years of service	20 days per year
20 or more years of service	25 days per year

- b. Section 12. 2, change the word "wire" to "*email*."
  - c. Section 12.4.2 is amended to read: "For the purposes of this Agreement, a Vacation Day shall be defined as being 8 hours in length for individuals working an 8-hour shift, *10 hours in length for individuals working a 10-hour shift* and 12 hours in length for individuals working a 12-hour shift."
  - d.
7. Article 13 – Sick Leave.
    - a. Section 13.6, change "four (4) hours" to "*two (2) hours*."
    - b. In Section 13.8, change "\$12,000.000" to "*\$15,000.00*" so that the maximum sick leave compensation is in accordance with State statute and not to exceed \$15,000.
    - c. Section 13.11 is amended to read: "For the purposes of this Agreement, a Sick Leave Day shall be defined as being 8 hours in length for individuals working an 8-hour shift, *10 hours in length for individuals working a 10-hour shift* and 12 hours in length for individuals working a 12-hour shift."

8. Article 14 – Bereavement Leave.
  - a. Section 14.1 is altered to increase the number of days by one. Immediate family bereavement leave may be up to five (5) consecutive calendar days. Non immediate family bereavement days shall be up to three (3) consecutive calendar days.
  - b. In Section 14.2, grandparent and grandchild shall be added to the definition of “immediate family.”
  
9. Article 17 – Personal Property.
  - a. Section 17.1 shall be updated to increase the reimbursement amount for prescription eyeglasses from “it shall not exceed \$75.00” to “*it shall not exceed \$125.00.*”
  - b. Section 17.2 shall be updated to increase the reimbursement amount for wrist watches from “it shall not exceed \$50.00” to “*it shall exceed \$125.00.*”
  
10. Article 18 – Shoes and Jump Boots. Section 18.2 shall be amended to read “*The Township shall further provide each member of the Association with one pair of jump boots/Class B/C boots for use in inclement weather at an amount not exceed \$250.00; the boots shall be replaced as needed.*”
  
11. Article 21 – Paid Leave for Association Representatives.
  - a. Section 21.1(d) shall be added to read: “*The Association President or the President’s representative shall be granted reasonable time while on-duty to conduct union business as well as present, discuss or adjust grievances which may occur at any time during the work day.*”
  - b. Section 21.1(e) shall be added to read: “*The Association President or the President’s representative or any member of the negotiation team, but not to exceed two (2) total Association members, shall be provided up to four (4) days to attend the annual Collective Bargaining Seminar without loss of pay or use of leave.*”
  
12. Article 26 – Training Programs.
  - a. Section 26.2 is amended to read as follows: “*In order to accomplish training goals, a reasonable effort shall be made to enable each officer to attend two (2) training programs per year at the officer’s request, provided that the attendance at any training program can be accomplished by scheduling adjustments so that*

*the Township will not be obligated for any overtime costs as the result of the training programs.”*

- b. Section 26.4 is amended to read as follows: “For the purposes of this Agreement, a Training Day shall be defined as being eight (8) hours notwithstanding whether the employee works an 8-hour, 10-hour, or 12-hour shift. *For the purposes of pay, a training day will be compensated as a full day for employees whether the employee is an 8-, 10- or 12-hour employee. Furthermore, a training day scheduled for 6 hours, to include a reasonable amount of expected travel time, will be considered a full day worked.”*

13. Addition of Article 30 – School Resource Officer. Article 30 shall be added to the Agreement and read as follows:

Section 30.1 The preferred shift for the School Resource Officer (SRO) is to be an eight (8) hour day totaling forty (40) hours per week.

Section 30.2 The SRO shall receive overtime or compensatory time for hours worked outside of the scheduled school day above the 80-hour pay period.

Section 30.3 The SRO shall be eligible to work school sanctioned overtime events under the same policy and circumstances as other employees.

Section. 30.4 The SRO will work an eighty (80) hour pay period work schedule with no changes or reductions to base pay.

14. Addition of Article 31 – Detective Bureau. Article 31 shall be added to the Agreement and read as follows:

Section 31.1 Any employee assigned to the Detective Bureau is not required to work the legal holidays in which the municipal offices are closed (as resolved by the Township annually), but shall be compensated for said days. If the day on which the legal holiday is observed by the Township does not fall on a scheduled workday for the employee, the employee will be compensated with an additional day off in the same pay period.

Section 31.2 Any employee assigned to the Detective Bureau will work an eighty (80) hour pay period with no changes or reductions to base pay. Any hours worked in excess of eighty (80) hours in a single pay period shall be compensated at the employee’s overtime rate which is to be based on the eighty-four (84) hours pay period

Section 31.3 It is acknowledged that, at the time of this agreement, the Detective Bureau has, in effect, a 10-hour perday work schedule. As such, any employee assigned to the Detective Bureau will have all benefit time (vacation, personal, sick, bereavement) calculated using a 10-hour workday. Any benefit time for an employee assigned to the

Detective Bureau after the current year's benefit time has been calculated and distributed will be pro-rated to the time when the employee was assigned to the Detective Bureau.

15. Revised Schedule A.

The following salary guide shall be in effect:

	2022	2023	2024
Academy	\$ 51,000.00	\$ 52,785.00	\$ 54,632.48
Step 1	\$ 54,000.00	\$ 55,890.00	\$ 57,846.15
Step 2	\$ 58,849.00	\$ 60,908.72	\$ 63,040.52
Step 3	\$ 63,698.00	\$ 65,927.43	\$ 68,234.89
Step 4	\$ 68,547.00	\$ 70,946.15	\$ 73,429.26
Step 5	\$ 73,396.00	\$ 75,964.86	\$ 78,623.63
Step 6	\$ 78,245.00	\$ 80,983.58	\$ 83,818.00
Step 7	\$ 83,094.00	\$ 86,002.29	\$ 89,012.37
Step 8	\$ 87,943.00	\$ 91,021.01	\$ 94,206.74
Step 9	\$ 92,641.00	\$ 95,883.44	\$ 99,239.36
Step 10	\$ 97,641.00	\$ 101,058.44	\$ 104,595.48
Step 11	\$ 102,490.00	\$ 106,077.15	\$ 109,789.85
Step 12	\$ 107,339.00	\$ 111,095.87	\$ 114,984.22

Current Employees will be placed on the scale in the following steps:

Step 12: Kitora, Hess, Chiarello, Forster,

Step 10: Alexander, Appelman, Nagle, Edwards

Step 9: Sherman

Step 6: Ferrari, Gardner, Moloney

Step 5: Potocny

Step 3: Harris, Bogdan, Luyber

Step 2: Elberson

Step 1: Fayer, Sanchez

“Academy” shall be defined as the day an employee enters an accredited Police Academy. Upon successful completion of the Academy and upon official swearing in as Patrolmen with Bordentown Township, the employee will be moved to “Step 1” of this salary guide.

Thereafter, the employee’s anniversary date shall be the date the employee entered the Police Academy.

Current employees shall move from step to step on their respective anniversary dates.

It is agreed that there may be circumstances where employees are hired after completing the Police Academy or that were previously employed by another entity. In those circumstances, employees will be placed on the salary guide commensurate with their experience levels as determined by the Chief of Police and Township Administrator.

16. Other Terms.

- a. The parties agree that the terms of this agreement shall be in effect from January 1, 2022, through December 31, 2024.
- b. All appropriate date changes shall be made where necessary.
- c. All portions of the present collective negotiations agreement not specifically referenced herein shall remain unchanged.
- d. All other proposals made by either party that are not expressly contained within this Agreement are hereby withdrawn.

The foregoing terms are subject to ratification by the membership of the Association and the Township's governing body; however, the undersigned representatives executing this Memorandum of Agreement and all members of the parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this Agreement, and that they themselves will vote to ratify this Agreement if called upon to do so.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Ryan Forster, President

Date: 6/8/22

FOR THE TOWNSHIP:

  
\_\_\_\_\_  
Michael Theokas, Administrator

Date: 6/8/2022