

THIS AGREEMENT, made and entered into this 14th day of November 2011 by and between the CITY COMMISSIONERS OF THE CITY OF BORDENTOWN, NEW JERSEY, hereinafter referred to as the "City" and the BORDENTOWN CITY POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the "Association";

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 Association, as the exclusive negotiating representative for all full-time police officers of the Bordentown City Police Department in the ranks of Sergeant and below. All other employees of the department are excluded.

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

4. GRIEVANCE PROCEDURE:

- A. A "Grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this agreement. A "Day" is defined as a weekday, which shall exclude Saturday, Sunday, official city holidays, and the aggrieved officers regular days off.
- B. Members of the association who feel aggrieved shall process this dispute in accordance with the procedure outlined in this article, but no settlement of the grievance shall contravene the provision of this agreement.
- C. The grievance shall be presented orally to the officer's immediate supervisor within three (3) days of the happening of the event. If the grievance is not resolved at this level, the officer shall present the grievance in writing to the Chief of Police within eight (8) days of the happening of the event. The Chief of Police shall submit a written decision within ten (10) days of the receipt of the grievance.
- D. In the event the aggrieved member is not satisfied with the solution set forth in paragraph 4C, he may submit his written grievance to the City Commissioners within ten (10) days after the receipt of the proposed resolution under paragraph 4C. The Commissioners may meet with the aggrieved member and such individuals whom they may determine to be necessary for the purpose of adjusting of resolving the grievance, and shall render a final written decision thereon, within fifteen (15) days after the meeting to consider the grievance or within thirty (30) days of the Commissioners receipt of the grievance.
- E. The aggrieved member of the Association shall have the right to appear alone or with a representation of their choice. The representative would be at the employee's own expense.
- F. The written grievance shall contain (1) The nature of the grievance; (2) a statement of the facts upon which the grievance is based; (3) the provision of this agreement covering the grievance; and (4) a statement of relief requested.

- G. No grievance shall be entertained or processed unless it is filed within the appropriate time limit in accordance with paragraph 4C and 4D. If an answer shall not be provided within the appropriate time limits, the grievance may be immediately appealed to the next step.
- H. Where a grievance shall arise over the terms of paragraphs 12 or 13, the grievance shall be commenced with the procedure indicated in paragraph 4C.
- I. If the aggrieved person is dissatisfied with the resolution of the grievance by the City Commissioners, the aggrieved party may, within ten (10) days thereafter, submit the grievance to the Public Employees Relation Commission for hearing by an impartial arbitrator. The arbitrator shall be selected from a panel of arbitrators submitted by the Public Employees Relations Commission to the City Commissioners and the Association. The arbitrator shall conduct an arbitration hearing and shall submit a written decision to the parties to the arbitration. Any fees of the arbitrator shall be borne by the party against whom the decision is rendered.

5. VACATION:

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

<u>CALCULATED YEARS OF CONTINUOUS SERVICE</u>	<u>DAYS OF PAID VACATION</u>
0-1	8 Hours per month
1-3	8 Days
4-7	10 Days
8-12	12 Days
13-20	14 Days
21-25	17 Days

- 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. No more than one officer per squad shall be permitted to take primary vacation at the same time. Vacation requests will be handled on a first- come, first-served basis except for holidays, which will be handled on a rotating basis. Example: If Officer A is off on Christmas 1995 and both Officer A and Officer B request vacation for Christmas 1996 but Officer B worked on Christmas 1995 then Officer B will be granted vacation time for Christmas 1996. This rule shall only apply when there is a conflict. When manpower permits, the Chief of Police may allow more than one officer per squad to take vacation.
- D. Primary vacation time shall be requested in writing at least 60 days in advance. The chief shall approve or deny such request in writing 30 days of the request. If the Chief fails to do so, the officer has the obligation to follow-up on the request.
- E. A member of the Association who has taken ill while on authorized vacation leave may report the circumstances to the Chief of Police by telephone or wire and upon presentation of a physician's certificate, shall be allowed to charge to sick leave, the time lost by reason of illness while on vacation leave.
- F. 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.

- G. In the event an employee is entitled to vacation leave at the time of the employee's death, that employee'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."
- H. If a vacation day is taken on a holiday when an employee is scheduled to work, the employee will receive the holiday pay but shall be charged 12 hours of vacation time.
- I. A member may sell back to the City up to eighty-four (84) hours of unused vacation time. Requests shall be submitted in writing to the Chief of Police prior to June 1st to sell back to the city up to eighty-four (84) hours of vacation time, which was not used during the previous calendar year. The City shall pay this in a check separate from all other wages earned at the employee's current regular hourly pay rate.
- J. Employees whose employment terminates during the calendar year shall be paid for unused vacation time earned, pro-rated to the time of separation.
- K. Employees are issued vacation time on January 1st of each year. Vacation leave is credited at the beginning of the calendar year in anticipation of continued employment with the City. However, in years that result in an increase in vacation time, the amount of additional vacation time shall be prorated until the end of that calendar year.

6. WORK HOURS AND OVERTIME:

- A. The department's existing work schedule consists of two (2) shifts, twelve (12) hours each. Regular shifts commence at 7:00am and 7:00pm, or within two (2) hours before or after such times. A power shift of 2:00 pm to 2:00am may be used if manpower permits. Officers assigned to the Detective Bureau are not subject to the limitations of paragraph A. The hours of the Detective Bureau are determined and set by the Bureau and the Chief of Police.
- B. Hours worked in excess of twelve (12) hours per day or eighty-four (84) hours per two (2) week pay period shall be deemed overtime. These hours shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay. The regular hourly rate of pay shall be the salary from table in section 20, divided by 2184 hours. The academy salary shall remain at an eighty-hour pay period rate and overtime shall be computed by dividing the academy salary from the table in section 20 by 2080 hours.
- C. Members required to work overtime will be compensated for the time at one and one-half times the member's regular hourly rate of pay for hours worked in excess of 1/2 hour. Member shall be paid in increments of one hour. All overtime up to one (1) hour must have approval of the officer in charge. Overtime in excess of one (1) hour, must be approved by the Chief of Police or his designee.
- D. When the need for overtime arises, overtime shall first be offered to the available association members then to special officers.

- E. Under no circumstances will an officer be required to work a shift, or a portion thereof, without another officer on patrol duty.
- F. In the event that the Chief of Police cannot obtain volunteer coverage or coverage through a schedule change for an officer on vacation leave or sick leave, then the Chief of Police may order an officer to provide such coverage. This will be done in order of least senior officer available on a rotating basis as established by the overtime roster.
- G. Employees called back to work after leaving at the end of their shift required to report for duty prior to the start of their regularly scheduled shift or required to report for duty at any time other than scheduled monthly shifts, shall be compensated as follows: minimum call-in shall be for two (2) hours of overtime; over two (2) hours will be paid hour for hour at the members overtime rate.
- H. In the event an employee takes a sick day or vacation day during a two week period, the employee shall be charged for twelve (12) hours of sick or vacation time, but shall be entitled to receive the 84 hours pay for the two week period.

7. HOLIDAY PAY:

- A. Every employee shall, in addition to salary, be paid for his or her normal hourly rate of pay for the following holidays.
 - (1) New Year's Day
 - (2) Martin Luther King's Birthday
 - (3) President's Day
 - (4) Good Friday
 - (5) Memorial Day
 - (6) Independence Day
 - (7) Labor Day
 - (8) Columbus Day
 - (9) Veteran's Day
 - (10) Thanksgiving Day
 - (11) Friday after Thanksgiving Day
 - (12) 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.
- G. Section deleted.

8. SICK LEAVE:

- A. Sick leave shall mean paid leave that will be granted to a 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. Each member of the Association 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. When an employee terminates his employment with the City of Bordentown through retirement or due to death, and has accumulated sick leave, that employee shall receive pay for one-half (1/2) the time accumulated at the employee's present rate, up to \$18,000 maximum. Employees hired AFTER May 21, 2010 shall be entitled to a maximum of \$15,000 in accordance with Chapter 3, PL 2010.
- E. The City will enroll the member in the State Disability Insurance Program.
- F. Any member who does not utilize any sick time during a calendar year shall be issued a one hundred dollar (\$100.00) U.S. Savings Bond.
- G. 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.

9. 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 9A), 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.

10. INSURANCE:

- A. All employees covered by this agreement, and their immediate families, shall be entitled to insurance benefits as follows: Blue Cross/Blue Shield; to include all Rider-J and Blue Shield "14/20" Series Benefits, Major Medical; or
- B. Federally qualified HMO plans at a cost to the City of Bordentown not to exceed the cost of New Jersey Blue Cross/ Blue Shield in paragraph 10A. Any additional costs will be borne by the officer on the payroll deduction plan.

- C. All employees and their immediate families shall be covered by a Prescription Drug Program.
- D. The City of Bordentown shall pay the following amounts per annum, per employee for dental or optical services (to include members of the immediate family). This shall include premium payments made by member for any outside dental and/or eyeglass plan enrolled in for self and/or immediate family.

2011	\$500.00
2012	\$550.00
2013	\$600.00
- E. The City of Bordentown shall provide to all members of the department coverage under the "Police Protection Plan".
- F. For the purpose of this section, employees and their families shall include the employee, spouse and legally dependent children.
- G. 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.
- H. 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 dependent child/children to age nineteen (19), or age twenty-three (23), upon proof of enrollment in an accredited educational institute, of any officer killed in the performance of his police duties.

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 to every full- time police officer, said amount to 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:

2011	\$1575.00
2012	\$1625.00
2013	\$1675.00

Newly hired officers shall not receive uniform/maintenance during their first partial year and will only receive 50% of the listed amount during their first full calendar year.

- D. An inspection of all initially issued items will be conducted once a year prior to receiving the maintenance allowance. At this time, the Chief will ensure all equipment is in satisfactory condition. If the Chief finds item(s) in unsatisfactory condition, same will be documented on an inspection checklist form, and be provided to the member. The officer will be required to make the necessary purchase within 30 days of receiving his allowance.
- E. Newly required piece of uniform or equipment shall be issued by the City of Bordentown initially.
- F. Section Deleted

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 each member of the Association, a certified Threat Level II of greater Bullet Resistant Vest, and shall, at no expense to the member, replace the vest when necessary. The member receiving the vest will be responsible for the maintenance of the vest and shall be required, in accordance with regulations established by the Chief of Police, to 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, police officers shall have the right to use departmental vehicles for business related travel, including attendance at courses related to police duties when designated by the Chief of Police.
- B. A mileage allowance of forty-five (\$.45) cents per mile 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. Management also may, at its discretion, hold up to three (3) meetings per annum without compensation to the members of the association. These meetings are not to exceed two (2) hours in length.

16. ASSOCIATION RIGHTS:

- A. The Association may, at its discretion, hold up to three (3) meetings per annum, during regular working hours where all members shall be allowed to attend said meetings, without interference by management. These meetings are not to exceed two (2) hours. Officers on duty during the meetings are required to respond to calls for service.

17. FULLY BARGAINED AGREEMENT:

- A. This agreement represents and incorporates the complete and final understanding and settle by the parties of all bargain able 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.

18. 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.

19. BENEFITS:

- A. Any benefit set forth in this agreement shall be applicable to any new member of the Association who falls within the terms of the "Recognition of Unit" set forth in section 2 of this agreement.

20. EMERGENCY MEDICAL TECHNICIAN:

- A. Association members having and maintaining Emergency Medical Technician (E.M.T.) Certification shall receive the following 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.

2011 \$650
2012 \$700
2013 \$750

- 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. Any cost of classes shall be submitted via voucher and paid by the City of Bordentown. Members failing to maintain E.M.T. certification shall no longer be entitled to the stipend.

21. 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.

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22. SALARY:

A. Salary scale as follows:

YEARS OF SERVICE	2011	2012	2013
ACADEMY SALARY	\$24,950	\$25,511	\$25,894
F.T.O. SALARY	\$29,288	\$29,947	\$30,397
PATROLMAN 0-1	\$33,628	\$34,385	\$34,900
1-2	\$39,051	\$39,930	\$40,529
2-3	\$44,476	\$45,476	\$46,159
3-4	\$49,899	\$51,022	\$51,787
4-5	\$55,323	\$56,568	\$57,000
5-6	\$60,747	\$62,114	\$61,500
6-7	\$66,171	\$67,660	\$66,000
7-8	\$71,594	\$73,205	\$70,000
8-9	N/A	N/A	\$74,303
SERGEANT	\$78,104	\$79,861	\$81,059

- B. Each Association member employed as a full time police officer as of June 30 of each year shall move to the next step of the salary guide on January 1 of the next calendar year. Members hired after July 1 shall remain at their present step on the salary guide until January 1 of the following year.
- C. The City Commissioners reserve the right, their discretion, to start a new employee with previous police experience at any level within the salary guide.
- D. Each new employee who has held an appointment for less than two (2) years at the time of resignation shall be responsible for reimbursing the City for any examination costs, police training course fees, and other expenses of the City for the hiring and training of that employee that are not reimbursed by other parties, except if prohibited by law.
- E. Each employee covered by this contract 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	2011	\$900.00
	2012	\$950.00
	2013	\$1000.00

23. 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.

24. OUTSIDE EMPLOYMENT:

- A. Outside employment is defined as an Association member performing duties as a police officer of the City of Bordentown and 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. All members performing outside employment shall be paid as follows: 0-2 hours, one hundred thirty dollars (\$130.00); Over two (2) hours – sixty-five dollars (\$65) per hour thereafter, in increments of one 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 Chief of Police, Deputy Chief, 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.

25. ASSOCIATION ADDRESS USAGE:

The City of Bordentown agrees to allow the Bordentown City Police Officers Association to use the address of 324 Farnsworth Ave, Bordentown, NJ 08505 as the registered office for its corporation, the registered address for tax purposes, and for all other BCPOA related mailings.

26. ASSOCIATION DUES:

The City of Bordentown agrees to withdraw from each BCPOA member's bi-weekly paycheck an amount equal to the prescribed dues the BCPOA has properly promulgated for its members, and issue a single bi-weekly check constituting the sum total of each members deductions to the treasurer of the BCPOA.

The City of Bordentown will begin initial deductions upon receipt of written notice from the President of the BCPOA stipulating the amount to be deducted and signed authorization for deductions from each member of the BCPOA.

The City of Bordentown further agrees to modify the amount deducted within 30 days upon written request from the President of the BCPOA. Any modification to the amount deducted does not require additional written authorization from any member who has already submitted a signed payroll deduction authorization form.

Any person joining the BCPOA must submit a payroll deduction authorization form before his/her deductions may begin. Any BCPOA member wishing to cease deductions must send written notice to the City of Bordentown, the president of the

BCPOA, and the treasurer of the BCPOA. The president of the BCPOA then has thirty days upon receipt of the member's written cancellation request to send written notice to the City of Bordentown approving the cancellation of the members' payroll deductions.

BORDENTOWN CITY POLICE DEPARTMENT
ASSOCIATION

By: _____

Attest: _____

Attest: _____

CITY OF BORDENTOWN

By: _____

Attest: _____

Attest: _____