

AGREEMENT BETWEEN
THE

BOROUGH OF RIVERTON

AND

RIVERTON POLICE ASSOCIATION, INC.

MARIANNE HULME (TREASURER)

2/17/1988 - 12/31/1990

TABLE OF CONTENTS

| | | |
|---|------|----|
| RECOGNITION ----- | Page | 1 |
| INTENT AND PURPOSE ----- | Page | 1 |
| GRIEVANCE PROCEDURE ----- | Page | 1 |
| DISCIPLINARY ACTION ----- | Page | 3 |
| POLICE ASSOCIATION REPRESENTATION ----- | Page | 3 |
| MUTUAL COOPERATION ----- | Page | 3 |
| PROPERTY AND BULLETIN BOARDS ----- | Page | 4 |
| SAFETY AND WORKING CONDITIONS ----- | Page | 4 |
| LEAVE OF ABSENCE ----- | Page | 5 |
| PROMOTION ----- | Page | 5 |
| HOURS OF WORK AND OVERTIME ----- | Page | 5 |
| SALARIES ----- | Page | 6 |
| HOLIDAYS AND HOLIDAY PAY ----- | Page | 7 |
| SICK LEAVE ----- | Page | 8 |
| PERSONAL DAYS ----- | Page | 8 |
| VACATION ----- | Page | 8 |
| MILEAGE ----- | Page | 9 |
| SENIORITY ----- | Page | 9 |
| LONGEVITY ----- | Page | 9 |
| SHIFT DIFFERENTIAL ----- | Page | 10 |
| PAYROLL DEDUCTIONS ----- | Page | 10 |
| HEALTH AND WELFARE BENEFITS ----- | Page | 10 |
| DEFINITION OF TERMS ----- | Page | 11 |
| LEGAL APPLICATION ----- | Page | 11 |
| CONTRACT PERIOD ----- | Page | 12 |

THIS AGREEMENT, dated the 17th day of FEBRUARY, 1988, shall remain effective until December 31, 1990, by and between the Borough of (hereinafter called the "Borough") and the Riverton Police Association, Inc., (hereinafter called the "Police Association").

WITNESSETH:

ARTICLE I. RECOGNITION

SECTION I. The Borough recognizes the Police Association as the exclusive majority representative for collective negotiations for all Regular Patrolmen and Sergeants, excluding the Chief of Police.

Article II INTENT AND PURPOSE

SECTION I. It is the intent and purpose of the parties hereto in entering this Agreement, to maintain and promote harmonious relations and close cooperation between the Borough and its Police employees and to set forth herein the entire agreement to be observed by the parties hereto covering terms and conditions of employment.

SECTION II. This Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution of this Agreement.

SECTION III. The Borough shall not discriminate in any way against any employees for Police Association membership as long as this activity does not in any way disrupt normal operation of the Police Department.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION I. A "Grievance" is a claim by an employee or the Association based upon a question, dispute, or matter of complaint which concerns their conditions of employment. An "Aggrieved Person" is the person or persons making the claim.

SECTION II. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Police Officers.

SECTION III. The Grievance Procedure for an individual employee shall be as follows:

A. LEVEL ONE: It shall first be discussed with his immediate supervisor. At this discussion the person involved

Continued from page 1.

will make every effort to resolve the problem. However, if the employee is dissatisfied with the decision of his immediate supervisor, he may exercise his right to go on to the next higher level of supervision. If the employee believes his grievance to be of general concern to all employees, he may present his grievance to the Police Association for evaluation.

B. LEVEL TWO: The employee shall submit his signed complaint to the Chief of Police in writing within three (3) working days after he has received an oral answer to his complaint from the immediate supervisor. His written complaint shall stipulate the nature of the complaint, the result of previous discussions, if any, and the basis for his dissatisfaction. According to the severity of the complaint, it shall be at the Chief's discretion as to whether to handle it himself, or to take it directly to the Director of Public Safety. In order that a fair and just decision can be made, the Chief shall make a full investigation of the problem and review all the facts involved. He shall meet and discuss the problem with the employee and may have present any other personnel that he feels will help resolve the problem.

C. LEVEL THREE: If the aggrieved person is dissatisfied with the outcome of Level Two, he may request a meeting with the Director of Public Safety and or Public Safety Committee, and request that they review the grievance.

SECTION IV. The Grievance Procedure for the Police Association shall be as follows:

A. LEVEL ONE: A written letter to the Chief of Police stating the grievance and also to suggest the time of a meeting to discuss said grievance. The letter must be submitted within ten (10) days after the date of the complaint or dispute.

B. LEVEL TWO: A meeting with the Public Safety Committee and the Chief of Police.

C. LEVEL THREE: A meeting with the entire Council to present the grievance, using all possible means of settling said grievance.

SECTION V. An answer to all grievances shall be given to the aggrieved person or Association, in writing, within five (5) days after the meeting between the two parties at each level. After this five (5) day period, an aggrieved person or Association may proceed to the next level of the grievance procedure.

SECTION VI. If a grievance is of such an emergency nature that it must be resolved at the Borough Council level to maintain the proper operation of the Department, then all levels will be invoked and the Chief of Police will arrange a meeting.

ARTICLE IV - DISCIPLINARY ACTION

SECTION I. All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administrative Building, unless it is agreed by the Borough and the Police Association to hold said meeting or hearings at some other location.

SECTION II. All hearings for dismissal or suspension shall comply with the State of New Jersey's laws and the Borough Ordinances encompassing said action and proper notices shall be in writing setting forth the charges and the time and place of the hearing pursuant to the New Jersey Statutes and the Police Ordinances of the Borough of Riverton.

SECTION III. If any part or section of this Article is inconsistent with State Law or Borough Ordinances, the applicable State law or Ordinance shall control.

ARTICLE V - POLICE ASSOCIATION REPRESENTATION

SECTION I. The Association further agrees to file, in writing, the name of authorized persons delegated to represent and handle Police Association matters.

SECTION II. The Borough agrees to pay Police Association representatives who engage in the processing of valid grievances, contract negotiations, and/or defense of an employee in a disciplinary action, limited to not more than two representatives at one time, if same occurs during a regular shift.

ARTICLE VI - MUTUAL COOPERATION

SECTION I. The Police Association and the Borough Council agree that mutual cooperation is necessary for the Police Department to carry out its public responsibility of maintaining a high level of service to the public.

SECTION II. The parties agree to resolve problem arising from differences through the Grievance Procedures contained herein.

SECTION III. The parties agree that the pursuit of harmonious relations between the Police Association and the Borough Council is the continuing intent of the parties, recognizing the mutual responsibility of each party.

SECTION IV. The Borough Council agrees that the provisions of this Agreement shall be carried out in all respects through the term of this agreement and shall be assured of the Police Association's compliance by its employees or representatives.

SECTION V. The Police Association agrees that this Agreement was reached in good faith and to abide by the terms and conditions of this Agreement through the term of this Agreement.

SECTION VI. The Police Association further agrees that during the term of this Agreement, it shall cause no strikes, work stoppages or slow-downs.

SECTION VII. In the event of any such acts enumerated in Section VI of this Article, the Police Association agrees that any and all such members so engaged shall be immediately subject to disciplinary action or dismissal. The Police Association further agrees that it will immediately notify all its members that such action is not sanctioned by the Police Association and that the Police Association joins with the Borough in insisting that all employees cease and desist immediately.

SECTION VIII. The Police Association further agrees that the Borough Council shall have any and all resource in the law to restore normal working operation, including action against individual employees, the Police Association and its representatives.

ARTICLE VII - PROPERTY AND BULLETIN BOARDS

SECTION I. When requested in writing, the Borough Council will allow the Police Association to conduct meetings at the Riverton Police Station, if same is available. In cases of emergency, a verbal request will be honored subject to a written confirmation being filed with Council.

SECTION II. The Borough will provide a bulletin board for use by the Police Association for posting announcements and notices relating to meetings and official Police Association business. Such notices shall be non-political in nature. All notices shall be approved for posting and signed by an Association officer or his designee.

ARTICLE VIII - SAFETY AND WORKING CONDITIONS

SECTION I. The Police Association and Borough Council mutually agree that the safety of our Police Officers and protection of our community to be of the utmost importance. With this in mind, both parties agree to the following:

A. A regular police officer shall be limited to twelve (12) hours of patrol duty per day unless otherwise ordered by the Chief of Police for emergencies.

B. All employees shall care for and make proper use of tools, equipment, and clothing issued by the Borough. Destruction of, or abuse of property shall be cause for disciplinary action as outlined in the Riverton Police regulations. The Borough will endeavor to maintain all police equipment and

Continued from page 4

patrol vehicles in proper working condition.

ARTICLE IX - LEAVE OF ABSENCE

SECTION I. In the event of sickness or injury, all employees covered under this Agreement may be granted a leave of absence pursuant to Ordinance 26-20 of the Borough of Riverton and the applicable laws of the State of New Jersey.

ARTICLE X - PROMOTION

SECTION I. It is agreed that the Borough retains the right to maintain efficiency of the operation by determining the methods, the means, the schedules, and the personnel by which such operations are conducted. The Borough shall promote from within the Police Department, the employee who is physically qualified and has the requisite proficiency, skill, and management ability and has a favorable work record. In the event no employee within the Police Department is deemed so eligible for a promotion, the Borough may hire any qualified applicant.

ARTICLE XI - HOURS OF WORK AND OVERTIME

SECTION I. Special officers will not be used unless regular officers are unable or unavailable to fill any vacancy or police work within the Police Department or outside the Police Department.

SECTION II. If a temporary vacancy occurs because of sickness or absence of an employee, the vacancy shall be filled upon recommendation of the Sergeant of Police and the approval of the Chief of Police or in his absence, the Director of Public Safety. Permanent or extended vacancies shall be filled by the Borough Council in accordance with applicable Ordinances and State Laws.

SECTION III.

A. All employees covered under this agreement shall receive overtime pay for call-back duty or extended tours schedule as so proclaimed by the Chief or Sergeant of Police and approved by the Chief of Police during any declared emergency. All overtime hours in any given calendar week, said week beginning on Friday and extending to and including the following Thursday, shall be paid at time-and-one-half-time.

B. Overtime rate for 1988, 1989, and 1990 will be as follows: Three hundred and twenty at time-and-one-half-time. All excess hours will be paid at straight time or up to twenty-four (24) hours at compensated time off the working schedule.

SECTION IV. All personnel in the bargaining unit shall receive their normal pay for any approved absence as a result of negotiations with the Borough.

SECTION V. All full-time Police Officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours work.

SECTION VI. In the event of illness or absence, an employee shall notify the Chief or Sergeant of Police at least four (4) hours before his scheduled reporting time. If the expected duration of illness is not known, daily call-in for illness will be required. A doctor's certification will be required after three (3) consecutive days of absence for illness or injury.

SECTION VII. A full time officer off duty, who must appear in any court on Borough business, shall receive compensation in accordance with Article XI, Section III of this Agreement for all time spent in court.

A. Court room hours will be calculated in the following manner: He shall start receiving pay by signing in no more than one-half (1/2) hour prior to the scheduled court starting time. He shall sign out at the conclusion of his related cases and also will sign out for lunch or for personal time spent.

SECTION VIII. Any full-time officer who attend inservice training as approved by the Chief of Police, shall receive up to \$5.00 meal money if training is eight (8) hours per day. All meal receipts shall be given to the Chief of Police.

SECTION IX. Compensation for all hours of approved inservice training will be at the overtime rate, pursuant to Article XI, Section III. (B), to a maximum of eighty (80) hours per year, except those hours when the officer is scheduled to work.

ARTICLE XII - SALARIES

SECTION I.

| LEVELS | 1988 | 1989 | 1990 |
|-----------------|-------------|-------------|-------------|
| Sgt. of Police | \$27,764.94 | \$29,153.19 | \$30,610.85 |
| Class "A" Ptlm. | \$22,758.81 | \$23,896.75 | \$25,091.59 |
| Class "B" Ptlm. | \$21,735.62 | \$22,822.40 | \$23,963.52 |
| Class "C" Ptlm. | \$20,712.72 | \$21,748.35 | \$22,835.77 |
| Class "D" Ptlm. | \$19,689.20 | \$20,673.66 | \$21,707.34 |
| Class "E" Ptlm. | \$18,666.04 | \$19,599.34 | \$20,579.31 |
| Class "F" Ptlm. | \$17,642.84 | \$18,524.98 | \$19,451.23 |
| Class "G" Ptlm. | \$16,619.64 | \$17,450.62 | \$18,323.15 |

SECTION II. If the cost of living index (CPI) increases more than 8 1/2% by December 31, 1988 or in any subsequent year while this contract is in effect, the provisions of the foregoing Article XII, Section I as to 1989 and 1990 shall become subject to negotiation between the parties.

SECTION III.

Class "G" Shall constitute an entry level position.
Class "f" Shall constitute a patrolman with one year of satisfactory service.
Class "E" Shall constitute an Patrolman with two years of satisfactory service.
Class "D" Shall constitute an Patrolman with three years of satisfactory service.
Class "C" Shall constitute an Patrolman with four Years of satisfactory service.
Class "B" Shall constitute an Patrolman with five years of satisfactory c service.
Class "A" Shall constitute an Patrolman with six years of satisfactory service.

SECTION IV. Employees working in a higher job classification for a period of at least forty (40) scheduled working days or more (continuously) shall receive the pay scale of the higher classification, payable from the first day thereafter while working in the higher classification.

SECTION V. Salaries shall be paid in the following manner:

A. A weekly check shall be issued on Fridays. This will be the ~~scheduled~~ pay day.

B. Overtime checks shall be issued on the ~~scheduled~~ pay day.

C. All checks will be placed in the employees mailbox By 9:00 a.m. on Friday at the Police Station.

D. Retro-active pay checks will be separate from the normal pay checks.

ARTICLE XIII - HOLIDAYS AND HOLIDAY PAY

SECTION I. The following holidays shall be recognized by the Borough for the term of this contract:

New Year's Day
M.L. Kings Day
President' Day
Good Friday
Memorial Day
July 4th

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Personal Choice Day

SECTION II. Holiday pay shall be paid in the following manner:

A. 1988,89,90 - A check shall be issued the last pay day in June for all the above holidays from January 1, which includes the first six (6) holidays.

B. A second check shall be issued the last pay day in November for all the above holidays from the last holiday check which includes the last six (6) holidays.

C. These checks are to be separate from normal pay checks.

SECTION III. Holiday pay will not be paid to any employee on a leave of absence without pay or who is in a suspended status when the holiday occurs.

ARTICLE XIV - SICK LEAVE

SECTION I. Employees shall be entitled up to thirty (30) days of sick leave per calendar year for illness or injury.

SECTION II. Employees shall be entitled to accumulate up to ten (10) sick days per year up to a maximum of seventy (70) days.

ARTICLE XV - PERSONAL DAYS

SECTION I. Covered employees may receive up to three (3) paid personal days per calendar year upon approval by the Chief of Police. The present practice will be continued whereby employees must notify the Chief of Police forty-eight (48) hours prior to the day the employee desires his personal day leave and approval must be given in accordance with said procedure. A personal day shall be defined as time needed for personal business that cannot be accomplished except during normal working hours. Personal days are not to be taken in conjunction with vacations.

SECTION II. Covered employees may receive necessary time off for death in the family up to four (4) working days. Family is defined as spouse, children, parents, parents-in-law, brothers, sisters and grandparents.

ARTICLE XVI - VACATIONS

SECTION I. Permanent employees shall be granted vacation as follows:

- A. After six (6) months to one (1) year of employment - one-half (1/2) day per month, limit three (3) days.
- B. After one full year of employment - one week.
- C. After two full years of employment - two weeks.
- D. After eight full years of employment - three weeks.
- E. After twelve full years of employment - four weeks.

SECTION II. The scheduling of vacations shall be determined by the Sergeant of the Department, subject to the approval of the Chief, so that there will be appropriate police coverage for the municipality at all times. Vacation pay will be computed based on the annual salary rate of the employee.

SECTION III. Vacation time for all employees shall be scheduled and taken within the anniversary year it is earned, unless there is an unexpected emergency within the department which in the opinion of the Director of Public Safety prevents the employee from taking all his earned vacation.

ARTICLE XVII - MILEAGE

SECTION I. Mileage for Borough business shall be reimbursed at the rate of 20.5 per mile, when submitted on the proper form and approved by the Chief of Police.

ARTICLE XVIII - SENIORITY

SECTION I. Seniority is defined as the length of an employee's accumulated, continuous, permanent employment with the Borough. Seniority shall be the only determining factor in computing vacation time and longevity.

ARTICLE XIX - LONGEVITY

SECTION I. Longevity pay will be paid in the following manner:

A. After seven(7) years but less than twelve (12) years of employment, employee shall receive \$300.00 per year in one lump sum payment.

B. After twelve (12) years but less than sixteen (16) years of employment, employee shall receive \$500.00 per year in one lump sum payment.

C. After sixteen (16) years or more of employment, employee shall receive \$700.00 per year in one lump sum payment.

ARTICLE XX - SHIFT DIFFERENTIAL

SECTION I. Shift differential shall be paid the last normal pay of each month to all members covered in the bargaining unit.

SECTION II. Shift differential shall be two percent (2%) for hours worked from 3:00 p.m. to 7:00 a.m. or any part thereof of scheduled hours worked.

ARTICLE XXI - PAYROLL DEDUCTIONS

SECTION I. The Borough shall, upon request of an employee, make a prescribed payroll deduction from an employee's salary to three (3) designees, i.e.:

A. Riverton Police Association dues.

B. Any two other designees selected by employee and approved by the Borough treasurer.

SECTION II. The following format shall be used when requesting a payroll deduction and must be signed by the requesting employee:

A. I, (name), hereby authorize the Borough of Riverton to deduct from my weekly salary the amount of (amount). This amount shall be forwarded from the Borough of Riverton in my name and (designee), effective (starting date) and terminating (ending date).

(Employee's Signature)

B. The above will be reviewed and approved by the Police Committee.

ARTICLE XXII - HEALTH AND WELFARE BENEFITS

SECTION I. The Borough agrees to provide the Health and Welfare benefits as set forth by the New Jersey Police and Firemen's Retirement System.

SECTION II. In the event that any regular officer is charged with the commission of a crime arising while in the line of duty as a member of the Police Department, the Borough will pay a reasonable amount for the services of legal counsel upon the completion of such services; provided, however,

Continued from page 10

that the officer's selected counsel submit an itemized statement to Council reflecting fees and costs prior to rendering such services and that the Borough provides express authorization for the services. The Borough's liability pursuant to this Section shall not be contingent upon the outcome of the case. If charges for discipline are brought by Council or Chief, the officer must furnish his own attorney, at his own expense. If any part of this Section is inconsistent with State Law, State Law shall control.

SECTION III. The Borough shall contribute toward each officer's Police and Firemen's Pension system as provided by law.

SECTION IV. The Borough shall contribute in full for each employee and his dependents Blue Cross EXP (365), Blue Shield, PACE, Rider J (365), Major Medical (\$100.00 deductible), and Preferred Dental.

SECTION V. It is recognized that the employees in this bargaining unit are required to wear uniforms in accordance with departmental rules and regulations administered and promulgated by the Chief of Police. It is agreed that each employee is entitled to purchase certain new uniform items for the years 1988, 1989 and 1990 through the Director of Public Safety. The uniform allowance to be provided may be used only for the purchase of uniforms. The clothing allowance for 1988 is established at \$400.00 dollars for each member. The clothing allowance for 1989 is \$425.00 dollars for each member. The clothing allowance for 1990 is \$450.00 dollars for each member. All requests for uniform allowance shall be submitted to the Chief of Police for approval prior to submitting the same to the Borough.

ARTICLE XXIII - DEFINITION OF TERMS -

SECTION I. The term "Borough" shall also mean the Borough of Riverton and all members of management not included in the Police Association.

SECTION II. The term "Regular Officer" shall also mean any employee, full-time officer/patrolman, sergeant and members of the Riverton Police Association.

ARTICLE XXIV - LEGAL APPLICATION

SECTION I. Either party to this Agreement may seek legal relief or enforcement of the provisions herein at their own expense.

SECTION II. In the event that any provisions in this Agreement between the parties shall be held by operation of law or by a county or administrative agency of competent and

Continued from page 11

final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

SECTION III. It is further agreed that, in the event any provisions are finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days after written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXV - CONTRACT PERIOD

SECTION I. This Agreement shall be effective January 1, 1988. It shall be binding upon the Borough and the Police Association until December 31, 1990, and thereafter, from year to year, unless either party hereto shall notify the other, in writing, at least ninety (90) days prior to the expiration of the term or any extended term of the Agreement, of a desire to make a change in the Agreement or renegotiate a new contract.

SECTION II. If either party gives notice to the other pursuant to Section I, then within ten (10) days from the service of said notice, representatives of the Borough and the Police Association shall meet to begin discussions and negotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hand and seals the day and date first above written.

BOROUGH OF RIVERTON

RIVERTON POLICE ASSOCIATION

By Walter E. Engle
Walter E. Engle, Mayor

By Robert G. Norcross
Robert G. Norcross,
President

By Bruce Gunn
Bruce Gunn, Dir. of
Public Safety

By Kenneth C. Hughes
Kenneth C. Hughes,
Negotiator

Attest:

Attest:

Anna May Whitelock
Anna May Whitelock,
Borough Clerk

Gerald Furrer
Gerald Furrer,
Representative