

2006

**Contractual
Agreement**

Between

The

Borough of Riverton

And

The Riverton Police
Association, Inc.

THIS AGREEMENT dated _____ shall remain effective until **December 31, 2007** by and between the Borough of Riverton (hereinafter called the "Borough") and the Riverton Police Association, Inc. (hereinafter called the "Police Association").

WITNESSETH:

ARTICLE I. RECOGNITION

- 1.1 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

- 2.1 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, as well as to set forth herein the entire Agreement to be observed by the parties hereto – covering terms and conditions of employment.
- 2.2 This Agreement shall be construed according to its written provision without regard to any discussion or negotiation, written or oral, which the parties have read leading to or resulting in the execution of this agreement.
- 2.3 The Borough shall not discriminate in any way against employees for the Police Association membership as long as this activity does not in any way disrupt normal operations of the Police Department.

ARTICLE III. MUTUAL COOPERATION

- 3.1 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.

- 3.2 The parties agree to resolve problems arising from differences through the Grievance Procedures contained herein.
- 3.3 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.
- 3.4 The Borough Council agrees that the provisions of this Agreement shall be carried out in all respects through the terms of this Agreement and the Borough Council shall be assured of the Police Association's compliance by its employees or representatives.
- 3.5 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 terms of this Agreement.
- 3.6 The Police Association further agrees that during the term of this Agreement, it shall cause no strikes, work stoppages, slow-downs or organized sickouts.
- 3.7 In the event of any such acts enumerated in 3.6 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 it will immediately notify all its members that the Police Association does not sanction such action and that the Police Association joins with the Borough in insisting that all employees cease and desist immediately.
- 3.8 The Police Association further agrees that the Borough Council shall have any and all recourse in the law to restore normal working operations including action against individual employees, the Police Association, and its representatives.

ARTICLE IV. GRIEVANCE PROCEDURE

- 4.1 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 person making the claim.
- 4.2 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the dispute, which may, from time to time, arise affecting Police Officers.
- 4.3 The Grievance Procedure for an individual employee shall be as follows:
 - A. **LEVEL ONE:** It shall first be discussed with his immediate supervisor. Through this discussion, the member involved will make every effort to resolve the problem. However, if the member 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 member believes his grievance to be of general concern to all members, he may present his grievance to the Police Association for evaluation.
 - B. **LEVEL TWO:** The members shall submit his signed complaint to the Chief of Police in writing within seven (7) 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 full investigation of the complaint and review all the facts involved. He shall meet and discuss the complaint with the member, and he may have present any other personnel he feels will help resolve the complaint.

- C. LEVEL THREE: If the aggrieved member is dissatisfied with the outcome of Level Two, he may request a meeting with the Director of Public Safety and/or the Public Safety Committee and request they review the grievance.
- D. LEVEL FOUR: In the event there is a grievance against the Chief of Police, the member may submit the grievance in writing directly to the Director of Public Safety or his designee.

4.4 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 Borough Council to present the grievance using all possible means of settling said grievance.

4.5 An answer to any grievances shall be given to the aggrieved member of the 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 member or the Association may proceed to the next level of the grievance procedure.

4.6 If a grievance is of such 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 V. DISCIPLINARY ACTION

- 5.1 All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administration Building unless it is agreed by the Borough and the Police Association to hold said meeting or hearings at some other location.
- 5.2 All hearings for dismissal or suspension shall comply with the State of New Jersey's statutes 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.
- 5.3 If any part or section of this Article is inconsistent with State Statutes or Borough Ordinances, the applicable State Statutes or ordinances shall prevail.

ARTICLE VI. POLICE ASSOCIATION REPRESENTATION

- 6.1 The Association further agrees to file, in writing, the name of authorized persons delegated to represent and handle Police Association matter.
- 6.2 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 VII. PROPERTY AND BULLETIN BOARDS

- 7.1 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 the Council.

- 7.2 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

- 8.1 The Police Association and Borough Council mutually agree that the safety of our Police Officers and protection of our community to be one of the utmost importance. With this in mind, both parties agree to the following:
- A. A Police Officer shall be limited to sixteen (16) 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 Riverton Police regulations. The Borough will endeavor to maintain all police equipment and patrol vehicles in proper working condition.

ARTICLE IX. LEAVE OF ABSENCE

- 9.1 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

- 10.1 It is agreed that the Borough retains the right to maintain efficiency of the operation by determining the method, 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

and psychologically qualified, and who has the requisite proficiency, skill, and management ability, and who has a favorable work record. 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

- 11.1 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. Special Officers may also be used for power shifts.
- 11.2 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. The Borough Council, in accordance with applicable ordinances and State laws, shall fill permanent or extended vacancies.
- 11.3 All employees under this Agreement shall receive overtime for callback duty or extended tours scheduled by the Chief of Police. 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.
- 11.4 All personnel in the bargaining unit shall receive their pay for any approved absence as a result of negotiation with the Borough.
- 11.5 All full-time Police Officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours work.
- 11.6 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 the illness

is not known, daily call-in for illness will be required. A doctor's certificate will be required after three (3) consecutive days of absence for illness or injury.

- 11.7 A full-time officer off-duty, who must appear in any court on Borough business, shall receive compensation in accordance with Article XI, 11.3 of this Agreement for all time spent in court.
- A. Courtroom hours will be calculated in the following manner: He shall start receiving pay by signing in no more than one half-hour (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 personal time spent.
- 11.8 Any full-time officer who attends in-service training as approved by the Chief of Police shall receive up to \$10.00 meal money if training is for eight (8) hours per day. All meal receipts shall be given to the Chief of Police.
- 11.9 Compensation for all hours of approved in-service training will be at the straight time rate, except those hours when the officer is scheduled to work. All mandatory in-service training will be at time –and-one-half times the hourly rate, except those hours when the officer is scheduled to work.

ARTICLE XII. SALARIES

12.1 LEVELS

LEVEL	2006 (4.0%)
SERGEANT E	\$72,918.43
SERGEANT D	\$72,744.32
SERGEANT C	\$72,532.13
SERGEANT B	\$72,256.19
SERGEANT A	\$72,035.44
CLASS A-D	\$61,470.56

ARTICLE XII. SALARIES

12.1 LEVELS

LEVEL	2006 (4.0%)
CLASS A-C	\$61,360.18
CLASS A-B	\$61,084.24
CLASS A-A	\$60,808.31
CLASS B	\$57,655.30
CLASS C	\$54,753.20
CLASS D	\$51,851.74
CLASS E	\$49,281.44
CLASS F	\$46,709.87
CLASS G	\$39,065.05

The above salaries have been calculated to include longevity and holiday pay.

12.2 LEVEL DESCRIPTIONS

CLASS G shall constitute an entry-level position.

CLASS F shall constitute a patrolman with one year of satisfactory service.

CLASS E shall constitute a patrolman with two years of satisfactory service.

CLASS D shall constitute a patrolman with three years of satisfactory service.

CLASS C shall constitute a patrolman with four years of satisfactory service.

CLASS B shall constitute a patrolman with five years of satisfactory service.

CLASS A shall constitute a patrolman with six years or more of satisfactory service.

12.3 Salaries shall be paid in the following manner:

- A. A weekly check shall be issued on Fridays. This will be the scheduled payday.
- B. Overtime may be accumulated but must be turned in by the last payday of March, June, September and December. Payment of overtime will be included in the regular weekly paycheck.
- C. All checks will be picked up from the Borough Treasurer by the duty officer or the Chief of Police by 9:00 a.m. and placed in the officer's mailbox in a sealed envelope on the scheduled payday.
- D. Retroactive paychecks will be separate from the normal paychecks

ARTICLE XIII. HOLIDAYS AND HOLIDAY PAY

13.1 The Borough shall recognize the following holidays for the term of the Contract:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	½ Christmas Eve
July 4 th	Christmas Day
Labor Day	½ New Year's Eve
Birthday (Employee's)	

13.2 Holiday pay shall be paid in the following manner:

- A. Holiday pay will be added to the base pay.
- 13.3 Holiday pay will not be paid to any employee on a leave of absence without pay or who is in a suspended status when a holiday occurs.

ARTICLE XIV. SICK LEAVE

- 14.1 Employees shall be entitled to up to thirty (30) days of sick leave per calendar year for illness or injury.
- 14.2 Employees shall be entitled to accumulate up to ten (10) sick days per year up to a maximum of seventy (70) days.
- 14.3 At the time of employee's retirement and after twenty-five (25) years of service to the Borough, the employee will be paid 50% of all accumulated sick pay based on an eight-hour (8-hour) day. Example: Seventy (70) days divided by 50% = 35 x 8 = 280 hours at straight time. This amount will be paid in three (3) installments over six (6) months after the employee's retirement.

ARTICLE XV. PERSONAL DAYS

- 15.1 Covered employees may receive up to three (3) paid personal days per year upon approval by the Chief of Police. A personal day shall be defined as time for personal business that cannot be accomplished except during normal working hours. Personal days are not to be taken in conjunction with vacations.
- 15.2 Covered employees may receive necessary time off for a death in the family, up to four (4) working days. Family is defined as spouse, children, parent, parents-in-law, brothers, stepbrothers, sisters, stepsisters and grandparents. Covered employees may receive one (1) day off for the death of a relative.

ARTICLE XVI. VACATIONS

- 16.1 Permanent employees shall be granted vacation as follows:
 - A. After six (6) months to one (1) year of employment – One (1) half-day per month, limit of three (3) days.
 - B. After one (1) full year of employment – Five (5) days.

- C. After two (2) full years of employment – Ten (10) days.
 - D. After eight (8) full years of employment – Fifteen (15) days.
 - E. After twelve (12) full years of employment – Twenty (20) days.
- 16.2 The scheduling of vacations shall be determined by the Sergeant of the Department subject to the approval of the Chief so 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.
- 16.3 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 employee from taking all his earned vacation.
- 16.4 For the year 2006 only, an additional vacation day will be granted. For any member who is no longer a member of the Riverton Police Association, Inc. the vacation day will be paid in cash.

ARTICLE XVII. MILEAGE

- 17.1 Mileage for Borough business shall be reimbursed based on the Annual IRS Figures Allowance, when submitted on a Borough voucher and approved by the Chief of Police.

ARTICLE XVIII. SENIORITY

- 18.1 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

19.1 Longevity pay will be paid in the following manner:

- A. After four (4) years but less than seven (7) years of employment, employee shall receive \$300.00 per year. This sum will be added to base salaries.
- B. After seven (7) years but less than twelve (12) years of employment, employee shall receive \$500.00 per year. This sum will be added to the base salaries.
- C. After twelve (12) years but less than sixteen (16) years of employment, employee shall receive \$750.00 per year. This sum will be added to the base salaries.
- D. After sixteen (16) years but less than twenty (20) years of employment, employee shall receive \$1,000 per year. This sum will be added to the base salaries.
- E. After twenty (20) or more years of employment, employee shall receive \$1,100.00 per year. This sum will be added to the base salaries.

19.2 The above amounts have been calculated into the salaries as stipulated in Article XII.

ARTICLE XX. SHIFT DIFFERENTIAL

- 20.1 Shift differential shall be paid the last normal pay of each month covered in the bargaining unit.
- 20.2 Shift differential shall be three percent (3%) for hours worked from 3:00 p.m. to 7:00 a.m. or any part thereof scheduled hours worked.

ARTICLE XXI. PAYROLL DEDUCTIONS

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

- A. Riverton Police Association dues
- B. Any two other designees selected by the employee and approved by the Borough Treasurer

21.2 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 to 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

22.1 The Borough agrees to abide by the Health and Welfare Benefits as provided by the New Jersey Police and Firemen's Retirement System.

22.2 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, that the officer's selected counsel submit an itemized statement to

Borough Council reflecting fees and costs prior to rendering such services, and 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 Borough Council or the Chief brings charges for disciplinary action, the officer must furnish his own attorney at his own expense. The above section is in accordance with New Jersey State Statute R.S. 40A:14-155.

- 22.3 The Borough shall contribute toward each officer's Police and Firemen's pension system as provided by law.
- 22.4 A. The Borough shall contribute in full for each member and his/her dependents a medical, dental, and prescription plan selected by the Borough with coverage equal to or better than existing medical, dental and prescription plans.
- B. The Borough shall agree to pay for one (1) eye examination per calendar year. The Borough also agrees to pay for one (1) pair of eyeglasses every other year if prescribed by an eye doctor.
- 22.5 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.
- 22.6 It is agreed that each employee is entitled to purchase certain new uniform items for the year 2006 through the Chief of Police. The uniform allowance per member will be \$1,000.00 for 2006. All requests for uniforms shall be submitted to the Chief of Police for approval prior to submitting the same to the Borough.
- 22.7 Each employee shall be allowed to use one-half (1/2) of their uniform allowance for maintenance of their uniforms;

\$500.00 in 2006. Receipts must be submitted to the Chief of Police for reimbursement on June 1st and December 27th of each calendar year.

- 22.8 The Borough will adopt provisions of Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981, as written, to pay premium charges for certain eligible pensioners and their dependents.

ARTICLE XXIII. DEFINITION OF TERMS

- 23.1 The term "Borough" shall mean the Borough of Riverton and all members of management not included in the Police Association.
- 23.2 The term "Regular Officer" shall mean any employee, full-time officer/patrolman, sergeant, and members of the Riverton Police Association.

ARTICLE XXIV. LEGAL APPLICATION

- 24.1 Either party of this Agreement may seek legal relief or enforcement of the provisions herein at their own expense.
- 24.2 In the event that any provision in this Agreement between the parties shall be held by operation of law or by a court of administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected but shall be continued in full force and effect.
- 24.3 It is further agreed that in the event any provisions are fully 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.

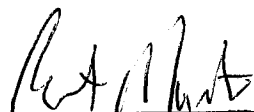
ARTICLE XXV. CONTRACT PERIOD


- 25.1 This agreement shall be effective January 1, 2006. It shall be binding upon the Borough and the Police Association until December 31, 2006 and thereafter, from year to year unless either party shall notify the other in writing at least 180 days prior to the expiration of the term or any extended term of this Agreement of a desire to make a change in the Agreement or renegotiate a new contract.
- 25.2 If either party gives notice to the other pursuant to Section 25.1, within ten (10) days from the service of such notice, representatives of the Borough and the Police Association shall meet to begin discussion and negotiations.

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

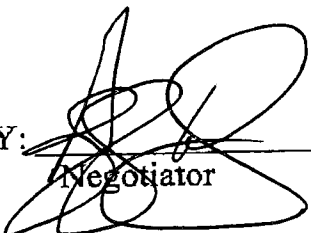
BOROUGH OF RIVERTON

RIVERTON POLICE
ASSOCIATION, INC.

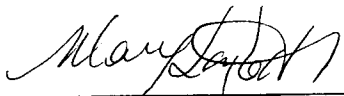
BY: 
Robert Martin
Mayor

BY: 
President
MATTHEW KIRK


BY: 
Ron Cesaretti
Director of Public Safety

BY: 
Negotiator
GREG WILLIS

Attest:


Mary Longbottom
Borough Clerk

Attest:


Representative
BRIAN JOHNSON

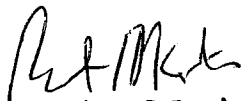
BOROUGH OF RIVERTON
RESOLUTION *83-07*

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR
TO SIGN THE POLICE CONTRACT FOR
THE YEAR 2006**

BE IT RESOLVED by the Borough Council of the Borough of Riverton, County of Burlington and State of New Jersey, that the following amendments and/or modifications to the existing agreement between the Borough of Riverton and the Riverton Police Association, Inc. are hereby approved:

Article XII-Subsection 12.1 Salaries
Article XVI-Subsection 16.4 Additional Vacation Day

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Riverton that the Mayor is hereby authorized to sign the Police Contract for the year 2006.



Robert Martin
Mayor

CERTIFICATE OF CLERK

I, Mary Longbottom, Municipal Clerk of the Borough of Riverton, County of Burlington and State of New Jersey do hereby **CERTIFY** that the

foregoing resolution was adopted by the Borough Council of the Borough of Riverton at a meeting held on September 12, 2007.

Mary Longbottom, RMC
Municipal Clerk

RECORDED VOTE	AYE	NAY	ABSTAIN	ABSENT
DANIEL	✓			✓
BROWN	✓			
DR. SMYTH	✓			
MR. SMYTH				✓
KINZLER	✓			
CESARETTI				
MAYOR (TIE)				

*original signed contract
returned 11/14/07*