

2019 - 2021

**Contractual
Agreement**

Between

The

Borough of Riverton

and

The Riverton Police
Association, Inc.

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THIS AGREEMENT dated November 28, 2018 shall remain in effect until **DECEMBER 31, 2021** 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 and the New Jersey FOP Labor Council as the exclusive majority representative for collective negotiation 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 term 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 term of this Agreement. The terms and conditions shall continue and remain in full force until a new agreement is executed.
- 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 The purpose of this procedure is to secure equitable solutions to problems, which may arise from time to time affecting employees as a result of the interpretation or application of this Agreement between the Employer and the Association.
- 4.2 A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of this Agreement.
- 4.3 All formal written grievances shall be on a Grievance Form of which the union/labor council has created.
- 4.4 The Association shall process grievances in the following manner.
- A. Step One- The Association shall present the grievance under Step One to the Chief of Police or his/her designee. The grievance shall be presented in writing within ten (10) business days of its occurrence. The Chief or designee within ten (10) business days of the receipt of the written grievance shall arrange a meeting with the association and shall give the Association a written answer to the grievance within ten (10) business days of such meeting. If no meeting is arranged in the time specified said grievance would proceed to the next step. If a written response is not received in the time specified the grievance would proceed to the next step.
- B. Step Two - If the Association is not satisfied with the decision of the Chief of Police or designee at Step One, the grievance shall be presented in writing to the Public Safety Committee within ten (10) business days after Step One. The Public Safety Committee within ten (10) business days of the receipt of the written grievance shall arrange a meeting with the Association and shall give the Association a written answer to the grievance within ten (10) business days of such meeting. If no meeting is arranged in the time specified said grievance would proceed to the next step. If a written response is not received in the time specified the grievance would proceed to the next step.
- C. Step Three - If the Association is not satisfied with the decision of the Public Safety Committee in Step Two of the procedure the grievance shall be presented in writing to the Borough Council within ten (10) business days of Step Two. The Council within ten (10) business days of the receipt of the written grievance shall arrange for a meeting with the association and shall give a written response within ten (10) business days of such meeting. If no meeting is arranged in the time specified said grievance would proceed to the next

Step. If no written response is received in the time specified said grievance would proceed to the next Step.

D. Step Four- If the Association is not satisfied with the decision of the Borough Council under Step Three, the Association may, within fifteen (15) business days after the reply or non-reply of the Borough proceed to arbitration. Written notice of said arbitration shall be provided to the Borough's Director of Public Safety, requesting arbitration. Arbitration shall be through the Public Employees Relations Commission, the expense of which shall be shared equally by the employer and the association. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of the agreement and shall add nothing to nor subtract anything from this agreement.

- 4.5 For the purpose of this Article a "Business Day" is defined as a normal weekday Monday thru Friday excluding recognized state and national holidays.

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 meetings or hearings at some other location.
- 5.2. All disciplinary matters within the Police Department shall be in accordance with the Rules and Regulations Manual of the Riverton Police Department and shall be investigated and prosecuted in accordance with the manual of the New Jersey Office of the Attorney General's Guidelines, Internal Affairs Policy and Procedures.
- 5.3. No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law, the AG's guidelines, the policy of this Department, and the current Collective Bargaining Agreement. Employees shall have the right to counsel, union representation, and the rights as defined by the "Law Enforcement Officers' Protection Act", "Weingarten", "Garrity", and "Loudermill".
- 5.4. Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.
- 5.5 All appeals of disciplinary actions shall comply with applicable law. Minor disciplinary actions may be appealed through the Collective Bargaining Agreement grievance procedure. Appeals of major disciplinary actions shall not be subject to the CBA grievance procedure.
- 5.6 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.
- 5.7 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 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 during a work day, limited to not more than two representatives at one time if same occurs during a regular shift.
- 6.2 The Police Association agrees to provide the Borough a signed copy of a "Voluntary Dues Deduction Form" for each member of the Association within 30 days of the execution of this Memorandum. The Borough agrees to collect, through payroll deduction, such monies as deemed appropriate by the Police Association, for the purposes of dues, fees and assessments, and to forward those monies to the Treasurer of the Police Association within 15 days of the payroll deduction. The Borough agrees to continue to collect the monies after the expiration date of this Agreement so long as the Police Association remains the majority representative of the employee bargaining unit.
- 6.3 The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

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. 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 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 by 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. 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

- 11.1 Special officers will be used as a supplement to the work force of the Police Department.
- 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 ordinance and State laws, shall fill permanent or extended vacancies.
- 11.3 All employees under this Agreement shall receive overtime of time and one half for all hours worked over 84 hours in a 14 day work period for callback duty or extended hours.
- 11.4 All full-time Police Officers who are called in for non-scheduled work will be guaranteed a minimum of two (2) hours work.
- 11.5 In the event of illness or absence, an employee shall notify the Chief or Sergeant of Police at least three (3) 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) shifts of absence for illness or injury.
- 11.6 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 or lunch or personal time spent.
- 11.7 Any full-time officer who attends in-service training as approved by the Chief of Police shall receive up to \$10.00 meal allowance if training is for over eight (8) hours per day. All meal receipts shall be submitted to the Chief of Police for reimbursement under this section.

- 11.8 Compensation for all hours over 84 hours in a 14 day work period of approved in-service training will be at one and one half times the hourly rate, except those hours when the officer is scheduled to work. Non mandatory employee requested training shall be paid at straight time.
- 11.9 Officer-in-Charge: Any Officer working in the capacity of Officer-in-Charge while the Chief is on vacation, and is ordered in writing by the Chief to act as the Officer-in-Charge, shall receive an additional 1.5% of their base pay for the time period the officer is the Officer-in-Charge .
- 11.10 Any Officer working off duty (road jobs) shall receive an hourly rate of \$75.00 per hour. Officers will be chosen according to a revolving seniority list.¹

ARTICLE XII SALARIES

12.1	Year	2019	2020	2021
	Jeffrey Walker	\$89,782.44	\$91,578.08	\$93,409.64

- 12.2 Employees not mentioned above shall be paid in accordance with the New Increment program as follows:

Year 1	\$45,000
Year 2	\$47,000
Year 3	\$51,000
Year 4	\$55,000
Year 5	\$59,000
Year 6	\$64,000
Year 7	\$67,500
Year 8	\$71,000
Year 9	\$75,000
Year 10	\$78,000
Year 11	\$80,000

Anyone hired shall start at Year 1.

- 12.3 An officer who receives a promotion to Sergeant during the course of this agreement shall be paid 2% above the highest paid officer.
- 12.4 Salaries shall be paid in the following manner:
 - A. All employees shall be paid bi-weekly by direct deposit. The direct deposit funds shall be available on Fridays of the bi-weekly payday. There shall be a total of 26 pays per year.
 - B. Overtime must be turned in within the week it is earned. Payment of overtime will be included in the regular bi-weekly direct deposit.

¹This paragraph shall be implemented after the effected date of off-duty ordinance which it to be introduced by the Borough.

ARTICLE XIII SICK LEAVE

- 14.1 Employees hired prior to 1/08/2009 shall be entitled to up to thirty (30) days of sick leave per calendar year for illness or injury.
- 14.2 Employees hired prior to 1/8/2009 shall be entitled to accumulate up to ten (10) sick days per year up to a maximum of seventy (70) days.
- 14.3 Employees hired after 1/08/2009 shall be entitled to up to fifteen (15) days of sick leave per calendar year for illness or injury.
- 14.4 Employees hired after 1/08/2009 shall be entitled to accumulate up to fifteen (15) sick days per year up to a maximum of eighty-five (85) days.
- 14.5 Employees hired after 1/1/2016 shall accumulate-1.25 days a month of sick time for a total of 15 sick days per year.
- 14.6 Employees hired after 1/1/2016 shall be able to accumulate up to fifteen (15) sick days per year up to a maximum of fifty (50) days.
- 14.7 At the time of employee's retirement and after meeting the requirements of the N.J. Police and Firemen's Pension System (PFRS), 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% = $35 \times 8 = 280$ hours at straight time. This amount will be paid in three (3) installments over six (6) months after the employee's retirement.

ARTICLE XIV 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 with the Chiefs approval carry one (1) Personal Day into the next year.

ARTICLE XV 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 After one (1) full year of employment - Five (5) days
 - B. After two (2) full years of employment - Ten (10) days
 - C. After five (5) full years of employment - Twelve (12) 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 the employee from taking all his earned vacation.
- 16.4 Vacation time shall be prorated if the employee leaves the Borough's employment during the year. If an employee has used more Vacation time than accumulated, the Borough shall deduct such time from the employee's last pay check.

ARTICLE XVI 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 XVII 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 XVIII 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 7:00p.m. to 7:00a.m. or any part thereof scheduled hours worked.

ARTICLE XIX 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, _____, 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 XX HEALTH AND WELFARE BENEFITS

- 22.1 The Borough agrees to abide by the Health and Welfare Benefits as prescribed by P.L. 2011, Chapter 78.
- 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, less the premium contributions included in tier 4 of P.L. 2011, Chapter 78, 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 the amount of eye examinations, eyeglasses, contact lenses, or RX sunglasses not covered by the employees' health insurance totaling no more than \$300.00 per calendar year per employee.
- C. Employees hired after 1/1/2016 shall be provided with a choice of NJ Direct 15 or Aetna HMO (or its equivalent) for each member and his/her dependents. Members may elect to participate in a different plan by paying the different between the base plan and the higher plan they select. Members shall pay tier 4 of P.L. 2011, Chapter 78.
- 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 new uniform items through the Chief of Police. The Uniform Allowance to be provided may be used only for the purchase and maintenance of uniforms. The uniform allowance per member is \$750.00 for each year of the contract. 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; up to \$375.00. 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 shall provide employee only post-retirement health benefits when the employee retires with twenty-five years in the pension and with twenty-five years of service with the Borough until they become eligible for Medicare at which time benefits from the Borough shall end. The retirees will receive the same benefits working employees receive and at the contribution paid at the time of retirement, unless otherwise required by law. Retirees shall pay the tier 4 contribution contained in Chapter 78 regardless of whether or not it sunsets. Members shall be permitted to purchase family, parent/child or husband/wife insurance if they pay the difference between the single coverage and the plan option they select. Should an employee choose to "Opt Out" of post-retirement healthcare benefits, the Borough shall permit the retiree to re-join the group plan during open enrollment periods.
- 22.9 In lieu of receiving healthcare benefits, an employee may opt out of the Borough's healthcare insurance plan. The Borough agrees to pay such employees the amount of two thousand dollars (\$2,000) annually. The employee must demonstrate that he/she is otherwise covered by healthcare insurance to be eligible.

ARTICLE XXI. 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 "Employee within this agreement shall mean any fulltime sworn law enforcement personnel employed by the Borough of Riverton excluding the "Chief of Police".

ARTICLE XXII. 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 thereby 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 XXIII DEATH IN THE FAMILY

- 25.1 The employer agrees to grant up to five (5) days bereavement leave to an employee due to the death of the employee's parent, step-parent, spouse (or civil union or domestic partner), child or step -child. For ease of reading those relatives covered are:

Parents / Step Parents
Spouse
Civil Union / Domestic Partner
Child /Stepchild

- 25.2 The employer agrees to grant up to four (4) days bereavement leave to an employee due to the death of a member of the employee's immediate family. As used herein, "immediate family" means parent-in-law, brother- in-law, sister-in-law, grandparent of the employee or spouse (or civil union or domestic partner), sister, brother, step-sister, step-brother, grandchild or foster child. For ease of reading those relatives covered under this clause are: Brother, Sister, Brother-In-Law / Sister- In Law Parents-In-Law (of spouse and civil union-domestic partner) Grandparents, Grandparents-In-Law, Step-Sister, Step-Brother, Grandchild, Foster child.
- 25.3 The day provided under this Article shall not be considered sick leave. With the approval of the Chief of Police an employee may use any other available paid leave if more time off is needed due to the death of a family member

XIV EMT TRAINING

- 26.1 All employees who are EMT Certified shall be allowed off for this training no more than two (2) times per year. This shall be done by arranging the employees' day off to coincide with the training dates. The request for EMT Training shall be made in writing to the Chief at least 30 days prior to the requested date.

XXV COLLEGE INCENTIVE

- 27.1 Since the Borough of Riverton and the Chief of Police recognize the value of well-trained officers, they hereby agree to pay employees covered by this agreement additional compensation for college credits earned after January 1, 2012, while in the Borough of Riverton's employ.
- 27.2 All employees shall be paid \$25.00 per college credit earned not to exceed \$600.00 per calendar year.
- 27.3 In order to qualify for the college incentive the credit earned must be from an accredited college as provided by the US Department of Education in a course that will be of value to the person in the performance of their work. The Chief of Police and the Association shall mutually agree upon a list of courses or subjects that automatically meet this standard. Any courses or subjects not so listed must be approved by the Chief to be eligible for compensation pursuant to this article. Payment is contingent on successful completion of the course with the officer receiving a grade of "B" or higher.
- 27.4 The additional compensation shall be paid only once for each course taken and shall be paid on the final paycheck of the year.

27.5 In the event an employee leaves the Borough's employment for any reasons, the employee shall reimburse the Borough for any and all monies expended under this Article during the previous two years of employment.


XXVI CONTRACT PERIOD

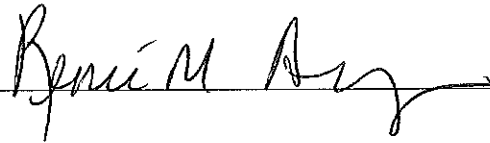
28.1 This agreement shall be effective January 1, 2019. It shall be binding upon the Borough and the Police Association until December 31, 2021. The terms and conditions shall continue and remain in full force until a new agreement is executed. If either party of this contract wish to renegotiate a new agreement they must notify the other at least 180 prior to the expiration of the current agreement.

28.2 If either party gives notice to the other pursuant to Section 28.1, within ten (10) days from the service of said notice, representatives of the Borough and the Police Association shall meet to begin discussion and negotiations.

FOR THE ASSOCIATION

FOR THE BOROUGH







Dated: 11/28/18

Dated: 11/28/18