

HR 257

AGREEMENT

Between

TOWN OF BOONTON

AND

THE SUPERIOR OFFICERS' ASSOCIATION OF  
BOONTON CHAPTER LOCAL NO. 212  
OF THE NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT ASSOCIATION

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JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

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AGREEMENT ENTERED into this      day of                      , 1997, by  
and between:

MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF  
BOONTON, a municipal Corporation of the State of New Jersey, with offices  
at 100 Washington Street, Boonton, New Jersey, (hereafter referred to as the  
“Town”) and THE SUPERIOR OFFICERS’ ASSOCIATION BOONTON  
CHAPTER LOCAL NO. 212 OF THE NEW JERSEY STATE  
PATROLMAN’S BENEVOLENT ASSOCIATION, (hereafter referred to as  
the “ASSOCIATION”).

WHEREAS, the ASSOCIATION has been recognized by the Town as  
the exclusive representative of the Lieutenants Boonton Police Department  
for the purposes of conducting collective negotiations in accordance with the  
New Jersey Public Employment Relations Act (N.J.S.A. 34:13A-1, et seq.),  
and

WHEREAS, negotiations between the Town and Association have  
been conducted respecting the terms and conditions of employment, and

WHEREAS, agreement has been reached by both parties,

NOW, THEREFORE, in consideration of the mutual promises and  
covenants herein contained, it is mutually agreed by and between parties as  
follows:

## **SALARIES**

1. Each lieutenant covered by this Agreement shall receive an increase salary compensation of three point five percent (3.5%) for 1997 retroactive to January 1, 1997, and an increase of three point five percent (3.5%) effective January 1, 1998, and an increase of four point zero (4.0%) percent effective January 1, 1999, and shall be paid in accordance with the schedule set forth below:

## **LIEUTENANTS**

	1/1/97	1/1/98	1/1/99
1st Year in Rank	\$60,628.00	\$62,750.00	\$65,261.00
2nd Year in Rank	\$63,515.00*	\$65,738.00*	\$68,368.00*

(\*Includes a ten (10) percent differential between the top Sergeant Step and top Lieutenant Step)

2. Salary increments for all officers promoted will be paid on the anniversary date of the promotion.

3. Employees will be compensated for a meal period of thirty (30) minutes while on duty.

## LONGEVITY

1. In addition to the above rates of pay, employees on the Town's payroll at the time of ratification of this agreement shall be entitled to longevity payments paid on a calendar year basis in accordance with the following schedule:

1 to 3 Years	-	None
Beginning of 4 through 7 Years	-	2% of Base Pay
Beginning of 8 through 11 Years	-	3% of Base Pay
Beginning of 12 through 15 Years	-	4% of Base Pay
Beginning of 16 through 19 Years	-	6% of Base Pay
20 Years and thereafter	-	7% of Base Pay

2. All employees hired after January 1, 1994 shall receive longevity based upon the anniversary date of employment in accordance with the aforementioned schedule.

3. Longevity payments shall be made a part of the base pay and paid together with regular salary and shall be included for purposes of retirement contributions and, effective April 15, 1986, overtime calculations, but shall not be included in base pay for any other purpose.

4. All employees hired after January 1, 1997 shall not be entitled to longevity payment compensation.

## VACATIONS

1. Employees shall be entitled to receive the following number of paid vacation days during the calendar year:

During the first year - 1 working day per month through December 31 of the calendar year in which the employee was hired.

2. Commencing January 1 succeeding the employee's date of hire (second year of employment), vacation shall be calculated as follows:

Commencing 2nd year	-	12 working days
Commencing 5th year	-	15 working days
Commencing 10th year	-	20 working days
Commencing 15th year	-	25 working days

3. In the event an employee is unable to utilize his/her vacation entitlement during the calendar year, he/she shall be permitted to carry such unused days for a period of two (2) years. If such days remain unused after two (2) years duration, employees will be compensated for all such unused days only if the reason for the non-use of the vacation period results from the suspension of vacation periods by the Chief of Police or Mayor and Board of Aldermen for emergency reasons. Vacations shall be first approved by the Chief of Police.

## HOLIDAYS

1. Each Lieutenant shall receive not less than thirteen (13) paid holidays per calendar year for which they shall receive compensation at double time (2X) for each holiday. In the event a Lieutenant shall work on any of the days set forth as paid holidays, he/she shall receive additional compensation at the rate of straight time. In the event the State or Town shall declare or create holidays in excess of those set forth within this Agreement, employees covered by this Agreement shall be granted such holidays without need for further negotiations. For the purposes of this section, the early closing of one or more offices or departments of the Town shall not be considered at Town "holiday".

2. Effective January 1, 1982, holiday pay shall be included for purposes of retirement contributions and, effective April 15, 1986, overtime calculations, but shall not be included in base pay for any other purpose.

## OVERTIME

A. Payment of overtime compensation shall be pursuant to the Fair Labor Standards Act as follows:

1. Overtime compensation shall be paid at the rate of time and one-half the regular rate of pay for all hours worked in excess of 171 hours in a 28 day work period.

2. Employees shall be compensated at the straight time rate for all hours worked up to 171 in a 28 day work period except as otherwise provided for in the Agreement.

B. In the event an off-duty officer is required to work on special duty, he/she shall be guaranteed four (4) hours of overtime.

C. When it is not possible to schedule appearances in municipal Court or conferences with the Municipal Prosecutor during periods when officers are on duty, an officer shall receive compensation for a minimum period of two (2) hours if such attendance is required during off-duty hours and for a minimum period of three (3) hours if such attendance is required on the officer's day off.

1. If such an appearance or conference extends beyond the minimum compensation period, the officer shall receive compensation for such additional time on an hourly basis and shall be compensated for such additional time in minimum segments of one hour.

2. Thus, if the appearance or conference extends for two (2) hours and ten minutes during the officer's off-duty hours, the officer shall be entitled to be paid for three (3) hours.

3. If the unavailability of the officer is the reason that the preparation or appearance cannot be scheduled during duty periods, no minimum compensation shall be provided. In such case, the officer will be compensated on an hourly basis or portion thereof.

D. Payment for Lieutenants who are required to appear before any Grand Jury, County, Superior or Supreme Court proceeding during off-duty hours, shall be governed by provisions of N.J.S.A. 40A:14-135.

E. For the purposes of method of payment, lieutenants shall have the right to elect either cash or compensatory time off. Compensatory time shall be scheduled at such time as requested by the officer, provided, however, that the shift can be covered by other officers and that the consent of the Shift Commander or other appropriate administrative personnel has been obtained.

F. Regular lieutenants shall be first offered the opportunity to work available overtime before special police officers are contacted.

## SICK LEAVE

A. All officers shall receive fifteen (15) working days of sick leave for each calendar year of service. Sick leave is defined as the absence from duty because of illness, accident or exposure to contagious disease. Entitlement to sick leave is accumulated on the basis of one and one-quarter (1 1/4) days per month.

If an officer qualifies for sick leave in excess of the number of days he/she has accrued in a calendar year, he /she shall be allowed sick leave for only that time he/she has thus far accumulated provided, however, that unused sick leave which he/she may subsequently earn during that calendar year shall be retroactively credited so that he/she shall receive full entitlement of fifteen (15) days of sick leave.

B. An officer who shall be absent on sick leave for three (3) or more consecutive working days or who has been frequently absent on sick leave before or after weekends, holidays or vacation, may be required to submit acceptable medical evidence to substantiate the reason for such claim of sick leave.

C. The town shall have the right to require an officer who has been absent because of personal illness to submit to an examination by a physician designated by the Town and at its expense. Such examination shall establish whether the officer is capable of performing his/her normal duties and that his/her health will not jeopardize the health of other employees.

D. All unused sick leave not used in any calendar year shall accumulate from year to year to be used when and if needed by the officer.

E. Upon retirement, an officer shall be compensated for unused accumulated sick leave according to the following schedule:

1. Thirty Dollars (\$30.00) per day for all accumulated sick leave earned up to December 31, 1982.

2. Forty Dollars (\$40.00) per day for all accumulated sick leave earned starting January 1, 1983.

3. Any lieutenants hired after January 1, 1983, shall be reimbursed for accumulated sick leave at the rate of Forty Dollars (\$40.00) per day up to a maximum of two hundred (200) days.

F. In the event of the death of an officer in the line of duty, said payments shall be made to his/her estate.



## TERMINAL LEAVE

Policy: The NJ Department of the Treasury, Division of Pensions, has directed in connection with the payment of "Terminal Leave" at retirement that the manner and the items to be included in the payment of terminal leave are to be stated in a declared policy to assure that the policy is applied consistently to all employee-members of State Retirement Systems.

Employees who retire from service with the Town of Boonton, after 25 years of service with the Town, shall be entitled to receive a retirement contract which will include any provisions for terminal leave.

Terminal leave shall be defined as that time between the date the employee stops reporting for work and the employee's effective date of retirement. Terminal leave involves the using up of accumulated sick leave, vacation leave, and compensatory time prior to the effective date of retirement.

Procedure: An employee who is contemplating retirement shall notify his/her immediate supervisor or Department Head and the Town Administrator no less than three (3) months prior to the date of retirement. At such time, the employee shall be entitled to enter into a retirement contract with the Town which will include the following provisions for terminal leave:

A. An employee can stop working for the Town (stop reporting for work) a length of time prior to his/her official retirement date during which time said employee will be using up any accumulated sick leave, vacation leave and compensatory time.

B. In return for being granted terminal leave, said employee shall reimburse the Town or give back the following:

1. The number of days equal to one third (1/3) of the total terminal leave being taken. These days will be subtracted from the employee's total accumulated sick, vacation and compensatory time, subtracting first from the accumulated vacation time, then from the accumulated compensatory time, and lastly from the accumulated sick leave. For example:

Employee has:      200 sick days accumulated  
                           20 vacation days accumulated  
                           5 compensatory days accumulated  
                           225 total accumulated days

Employee will be utilizing a total of 90 days as terminal leave. Employee must therefore give back to the Town one third (1/3) of the total days taken.

$$90 \text{ days} \times 1/3 = 30 \text{ days}$$

These 30 days will be subtracted from the employee's total accumulated days as follows:

30	“give back days”
<u>-20</u>	vacation days
10	
<u>-05</u>	compensatory days
5	
<u>-05</u>	sick days
0	

Employee's 90 terminal days will then be subtracted or used from the remaining 195 accumulated sick days, leaving 105 sick days to be paid in accordance with contractual agreements in a lump sum payment. The time of said lump sum payment shall be agreed upon between the employee and the Town.

## BEREAVEMENT LEAVE

In the event of a death of a member of the lieutenant's family, he/she shall be granted three (3) days off with no loss in pay. Family shall be defined as spouse, father, mother, grandparents, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. Such days shall be non-cumulative and not considered as part of sick leave entitlement.

For the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree; the day of burial only shall be granted without loss of pay.

Exceptions to this provision may be made at the discretion of the Chief of Police.

## UNIFORM AND MAINTENANCE ALLOWANCE

A. For the duration and term of this Agreement, each lieutenant covered by this Agreement shall receive an annual uniform allowance to be used for purchase of replacement equipment. Each officer shall have the right to select such items of clothing as he/she deems necessary and payment will be made upon submission of a voucher from the appropriate supplier of the items purchased. Said uniform allowance shall be fixed according to the schedule below.

<u>1997</u>	<u>1998</u>	<u>1999</u>
\$550.00	\$600.00	\$600.00

B. Uniform and equipment damaged in the line of duty will be replaced by the Town without cost to the officer.

C. New officers will be supplied with full uniform, including shoes and full equipment.

D. Personal items damaged in the line of duty shall be reimbursed to the employee up to a maximum of Fifty Dollars (\$50.00) per year. Such payments shall be limited to watch, ring, wallet, pen and pencil. Eyeglasses, if broken or damaged in the line of duty, will be replaced on a dollar for dollar basis, provided, however, the Town shall not be obligated to make such payment in the event an employee should elect to make an insurance claim through private sources.

E. In addition to the schedule of uniform allowance, each officer shall receive an allowance for maintenance as set forth in the schedule below:

<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
\$300.00	\$300.00	\$300.00

Said allowance to be used for maintenance of uniforms and to be paid by separate check that will be issued between the second and third regularly scheduled meeting of the Board of Aldermen.

## POLICE SCHOOL

A. Compensation at the rate of straight time to officers attending Police School during period of attendance.

B. Reimbursement for expenses incurred while attending Police School, including clothing, traveling expenses, lodgings, meals, equipment, books, upon approval by the Chief.

C. Reimbursement at the rate of Fifteen Cents (\$.15) per mile traveling to and from Police School.

D. The Town shall bear all expenses incurred for employees who attend special seminars and schooling for specialized courses, such as breathalyzer, narcotics, accident investigation, or similar type courses.

## COLLEGE CREDIT

Reimbursement for cost of books required for law enforcement related courses leading to a degree or certificate in law enforcement at an accredited institution of learning.

## TRANSPORTATION EXPENSES

Reimbursement at the rate of Fifteen Cents (\$.15) per mile for traveling incidental to official police duties.

MEDICAL INSURANCE

A. The Employer herein agrees to furnish Hospital, Surgical, and Medical Expense Benefits to all eligible employees and their dependents under the terms and conditions of the New Jersey State Health Benefits Program Act 52:14-17.25, et seq.

B. The Town shall provide medical insurance coverage for officers and their dependents, for officers who retire after twenty-five (25) years of service, or who become disabled, which disability causes separation, provided however, that such coverage shall only continue until such time as the officer covered by this Agreement secures employment by an employer who has provision to provide medical insurance coverage.

C. In the event the Town should provide new or improved insurance benefits for its other employees and the wage and economic benefits provided said other employees exceeds the economic package (inclusive of wage and economic benefits) provided the PBA in any year of this Agreement (1997 through 1999), then employees covered by this Agreement shall be entitled to re-open negotiations with respect to the new or improved insurance benefits.

D. Members covered by this agreement are required to pay, through payroll deductions, on a yearly basis, a contribution to the above medical coverage as set forth in the schedule below:

	1/1/97	1/1/98	1/1/99
Single Coverage	\$400.00	\$500.00	\$600.00
Family Coverage	\$500.00	\$600.00	\$700.00

E. Maternity benefits are covered under the State Disability plan the same as any other illness.

DENTAL INSURANCE

The Town agrees to furnish at no cost to the employees covered under this agreement, dental insurance coverage, under the provisions of Delta Dental Insurance Company's Premier Plan coverage, subject to the following conditions:

A. Coverage by the Town shall be for the employee only.

B. Employees wishing to enroll in family coverage shall be permitted to do so at the employee's expense for the additional coverage.

C. Payment for family type coverage will be accomplished by means of payroll deduction.

## INJURY IN THE LINE OF DUTY

In the event that an officer is injured in the course of performing his/her duties as an officer, his/her absence will not be deducted from his/her sick leave benefits.

During such absence, the Town will pay said officer the difference between the benefits he/she has received from Workers compensation payment or other similar disability benefits, at the wage rate he/she was earning at the time of his injury. If an officer shall be absent for such reason for a period of three (3) consecutive months, the Town shall have the right, at its own expense, to request the employee to submit to examination from time to time by a physician of its choice to verify the inability of said officer to perform his/her normal duties. The Town shall not be obligated to supplement disability payments for more than one (1) year.

## FALSE ARREST INSURANCE AND DEFENSE LEGAL PROCEEDINGS

A. The Town shall continue to provide insurance to protect officers against liability resulting from claims of false arrest.

B. The responsibility of the Town for the defense in other actions or legal proceedings arising out of or incidental to the performance of an officer's duties shall be as set forth in N.J.S.A. 40A:14-155.

C. The Town will indemnify any officer to the extent of any judgment recovered against such officer as a result of his conduct while performing his duties provided, however, that he has acted in good faith and without malice.

## GRIEVANCE PROCEDURE

A. Definition- A “grievance” within the meaning of this procedure shall be defined as any difference or dispute between the Town and an employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

B. To provide for the expeditious and mutually satisfactory settlement of grievances which may arise with respect to the interpretation or application of this Agreement, the following procedure shall be followed:

### STEP ONE

An employee with a grievance shall first discuss it with the Chief of Police or his/her designated representative, either directly or through the PBA for the purpose of resolving the matter informally.

### STEP TWO

In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) working days after presentation of the grievance, a written grievance may be filed with the Town Administrator, which shall meet with the employee and the PBA designated representative within five (5) working day of the filing of the grievance. A decision thereon shall be rendered in writing within ten (10) working days after the meeting.

### STEP THREE

In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at Step Two, or is no decision has been rendered within five (5) working days after presentation of the grievance to the Town Administrator, a written grievance may be filed with the Board of Aldermen, which shall meet with the employee and PBA designated representative within ten (10) working days of the filing of the written grievance. A decision thereon shall be rendered in writing within ten (10) working days after the meeting.



## STEP FOUR

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within ten (10) working days after holding such meeting, the matter may be referred by the PBA to arbitration or remedies provided by the Civil Service Act. In such instances, the aggrieved employee and Association will be required to make an election remedies in writing waiving one or the other remedy available. Referral to arbitration or NJ Department of Personnel shall be made within twenty (20) days of the receipt of the written decision or from the date said decision would be due.

C. In the event of arbitration being elected, an arbitrator shall be selected by the parties from a panel of proposed arbitrators obtained from New Jersey State Mediation and Conciliation Service pursuant to its procedures and rules then pertaining. The decision of the arbitrator shall be final and binding upon the parties with cost of arbitration to be borne equally by the parties. The arbitrator shall have the power to interpret and apply this Agreement, but shall have no power to enlarge upon or reduce the obligation of the parties.

The costs of the arbitrator shall be borne equally by the parties and any additional expenses shall be borne by the parties themselves. If the appeal to arbitration or NJ Department of Personnel is not taken within the aforesaid time periods, the decision rendered in Step Three, will be deemed final and binding.

D. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

E. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so, in writing.

F. Any employee may be represented by himself or a representative selected and approved by the PBA.

G. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.

H. In matters of discipline or discharge, the parties may mutually agree to waive the first step of the grievance procedure and proceed immediately to Step Two or Step Three.

## DEATH BENEFITS

A. Minimum death benefits of three and one-half (3 1/2) times salary as provided under New Jersey State Employees Pension and Annuity Fund shall be provided by the Town.

B. In the event of the death of any member covered by this agreement, the Town will continue to pay the member's salary for the duration of the calendar year in which the member has died. Salary payments will be made to the beneficiary and/or executor of the estate.

## SENIORITY

A. For purposes of lay-off, recall from lay-off and vacation selection, seniority shall govern:

1. First by job classification;
2. And then by department.

B. In the event of lay-off, strict seniority within the job classification affected by the lay-off shall be followed. The least senior employee in that classification shall be permitted to bump into the next lower classification and said bumping process shall continue until the least senior employee of the Department shall be first laid-off. Recall from lay-off shall be in the inverse order of lay-off.

C. During lay-off of regular police officers, the Town shall not hire additional employees without first recalling a laid-off officer back to work; nor shall any such work be contracted out.

## PBA CONVENTION

A. One delegate and two (2) alternates are to be allowed to attend the PBA Convention and to be compensated at the rate of full pay for the time spent at said Convention.

B. One delegate is to be allowed to attend monthly meetings of PBA and to be compensated at full pay for attendance at said meeting.

C. Funds in the amount of Three Hundred Fifty Dollars (\$350.00) for reimbursement of expenses for delegation from Boonton Police Department.

## COMPENSATION RATE FOR PRIVATE CONTRACT

Officers who are engaged for special duty assignments by private parties shall be compensated by said private parties at the rate of time and one-half.

## ACCIDENT REPORTS

All employees injured during the course of performance of his/her duties shall complete an accident report and submit it to his/her immediate supervisor at the earliest time he/she is able to do so.

## SHIFT STAFFING

A. It is hereby agreed by both parties that the staffing of a shift, a shift being defined as the eight hour work period in a twenty four hour period, be at the sole discretion of the Chief of Police and/or his/her designee.

B. This provision does not prohibit the Town from hiring additional employees, i.e.: police officers, dispatchers, for the purpose of increasing efficiency, services, and protection to the community.

C. It is, however, the opinion of the officers covered by this contract, that to provide proper police protection for the community and to insure the safety of the officers', three police officers per shift is required. However, this opinion is not binding on the parties. Staffing shall be at the sole discretion of the Chief of Police as stated in paragraph A.

## FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights, and responsibilities of the parties which were or could have been the subject of negotiation.

B. In recognition of the fact that all prior contracts between the parties contained a clause generally retaining all benefits currently enjoyed by the officers of the Boonton Police Department and that the attempt to specifically set forth each benefit in this contract may result in the inadvertent omission of one or more of such benefits, the parties recognize that each shall have an opportunity to submit for inclusion in this contract such prior practices as may have been omitted, whether they may be considered as benefits of the officers or the Town. Such opportunity shall expire six (6) months after the date of this contract. In the event that either party shall dispute the inclusion of such additional provisions, such dispute shall be submitted to arbitration for a determination to whether the item offered for inclusion did, indeed, exist as a past practice between the parties.

## SAVINGS CLAUSE

In the event any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not invalidated shall remain in full force and effect and the parties shall re-negotiate concerning any such invalid provision.

## DURATION

This Agreement shall be retroactively effective to January 1, 1997, through December 31, 1999. For purposes of subsequent negotiations, the parties agree that such negotiation for purposes of reaching a new contractual Agreement shall commence during the first week of September 1999 and will continue on a weekly basis thereafter, in good faith until said negotiations are complete.

