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235R-07

**COLLECTIVE BARGAINING AGREEMENT**

**COVERING CALENDAR YEARS**

**2007, 2008, 2009 AND 2010**

**BETWEEN**

**JACKSON TOWNSHIP PBA LOCAL 168**

**AND**

**TOWNSHIP OF JACKSON**

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## ARTICLE I

### PREAMBLE

This AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Township of Jackson in the County of Ocean, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township" and Jackson Township Policemen's Benevolent Association, Local 168, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Township and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this agreement;

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Township recognize as being represented by the Union as follows:

## ARTICLE II

### RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Township hereby recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit as defined in Article II, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

SECTION 2. The Bargaining Unit shall consist of all of the regular, full time police officers of the Police Department of Jackson Township now employed or hereafter employed; excluding Lieutenants, Captains and Director of Public Safety.

SECTION 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 4. This Agreement shall be binding upon the parties hereto.

### ARTICLE III

#### COLLECTIVE BARGAINING PROCEDURES

SECTION 1. Collective Bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Governing Body of the Township or its designee, excluding Superior Officers, and the President of the Union or his designee, shall be the respective bargaining agents for the parties.

A. It is agreed that the bargaining agent for the Township shall consist of the Governing Body of the Township, or their designee, excluding all Superior Officers within the Jackson Township Police Department.

SECTION 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the Rules and Regulations of the Public Employment Relations Commission.

SECTION 3. Ordinarily not more than five (5) additional representatives of each party shall participate in Collective Bargaining meetings.

### ARTICLE IV

#### DISCRIMINATION AND COERCION

SECTION 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

SECTION 2. Pursuant to Chapter 123, Public Law of 1974, the Township hereby agrees that every police officer shall have the right to freely organize, join and support the P.B.A. and its affiliates for the purpose of engaging in Collective Negotiations and other concerted P.B.A. activities. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer the enjoyment of any rights conferred by Chapter 123, Public Law of 1974, of other laws of the State of New Jersey, or Constitution of the State of New Jersey, and the United States Constitution; that it shall not discriminate against any police officer with respect to hours, wages, work assignments or any terms or conditions of employment by reason of his membership in the P.B.A. and/or proceedings under this Agreement, or for action taken as a result of action on the part of the Township.

## ARTICLE V

### SICK LEAVE

SECTION 1. All permanent full-time employees covered by this Agreement shall be granted unlimited sick leave with pay. All employees shall be permitted to use up to forty (40) hours of sick time per calendar year to care for a family member. For purposes of this provision, "family member" shall include spouse, children, stepchildren, life partner, other relative living in the residence of the employee.

SECTION 2. All employees who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

SECTION 3. An employee who has been absent on sick leave for periods totaling ten (10) working days in one calendar year, consisting of periods of less than four (4) days, shall, upon request, submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring continuing absences of less than four (4) days, in which case only one certificate shall be necessary for a period of six (6) months.

SECTION 4. The Director of Public Safety or his designee may require proof of illness of employees on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause for disciplinary action.

SECTION 5. At any time the Township requires an employee to be seen by a Physician for the purpose of providing acceptable medical evidence, after having been absent on sick leave for period totaling ten (10) working days, said employee shall be allowed to see the Physician of said employee's choice.

Further, when the Township requires an employee to be seen by a Physician, the Township shall reimburse said employee for all costs borne by the employee, which were not paid by said employee's health care coverage. The Township shall reimburse the employee for these costs within thirty (30) calendar days of the date of the submission of the bill to the Township.

SECTION 6. All permanently hired employees hired prior to January 1, 1999, shall maintain their accrued sick leave up to a maximum of 130 days.

At the termination of an employee's career and in good standing the employee shall have paid to him/her at his/her present rate of pay at time of termination, all accrued sick leave up to a maximum of 130 days. Further, the employee may, at his/her option, receive payment for their accrued sick leave at any time prior to the termination of their career.

Should the employee opt to receive payment of his/her accrued sick leave prior to the termination of his/her career, said employee shall notify the Township in writing no later than November 1<sup>st</sup> of each year, and the Township shall make payment to the employee within 30 days of the adoption of the following year's budget.

However, if said employee chooses to wait until the termination of his/her career, said employee shall be paid a bonus of 10% of the total payment due the employee, in addition to the moneys received for the employee's accrued sick leave.

SECTION 7. In the event of the death of any employee, permanently hired prior to January 1, 1999, the spouse or beneficiary of said employee shall receive the payment for accrued sick leave provided for in Section 6 of this article.

SECTION 8. In the event of a substantiated on the job illness or injury, the employee shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from the date of such illness or injury.

SECTION 9. The Union recognizes the Township's right to require Police Officers to submit to surprise random drug tests. Tests shall be performed in accordance with procedures set forth by the New Jersey State Attorney General's Office. Employees who fail a drug test shall be subject to disciplinary action as outlined by the New Jersey Department of Personnel. An officer will not be considered to have refused if said officer's number is called/selected for a random drug test and that officer is reasonably unavailable due to being out of state or reasonably cannot meet, due to his/her location, the deadline to report for the drug test within one hour.

SECTION 10. If an officer is out of work for twelve (12) or more consecutive days due to an illness or injury as well as the restrictions placed upon the officer by a doctor, said officer shall not be bound or restricted to remain in his/her residence and shall be free to conduct personal business. However, an officer out sick with an injury or illness for less than twelve (12) days shall be bound and restricted to remain in his/her residence.

## ARTICLE VI

### MANAGEMENT RIGHTS

SECTION 1. The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Township. All of the rights, powers and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement.

A. It shall be mutually agreed that the Township, as Township, and the PBA as Employees, will abide by Title 11, Civil Service, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Department of Personnel. No provision of this Agreement will in any way contravene the authority and responsibility of the Civil Service Commissioner.

B. The Township shall have the right to determine all matters concerning the Management or Administration of the various Divisions of the Police Department, the right to direct the various Divisions, to hire and transfer employees, to combine and eliminate jobs and to determine the number of Employees needed for specific job assignments.

SECTION 2. Nothing in the Agreement shall interfere with the right of the Township in accordance with applicable law, rules and regulations to:

A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel methods and means in the most appropriate and efficient manner possible.

B. Manage employees of the Township, to hire, promote, transfer, assign or retain employees in positions within the Township and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to employees.

C. Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in work force level of certified personnel shall not be effected until non-certified personnel performing policy function are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

SECTION 3. The parties mutually recognize and agree to the applicability of NJSA 34:13A-5.3 to any terms and conditions of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

SECTION 4. The Union recognizes management's right to record employee's time in a manner deemed appropriate by management.

## ARTICLE VII

### HOURS

SECTION 1. The workday shall consist of not more than eight (8) consecutive hours, except as mutually agreed to by the parties. The workweek shall consist of four (4) consecutive days with two (2) consecutive days off.

SECTION 2. The workday shall consist of not more than eight (8) consecutive hours, except as agreed to in Article VIII. This shall not preclude employees from being required to work additional hours should appropriate police authority deem an emergency to exist, where the assignment of extra manpower would be essential for the safety and well being of Jackson Township and its residents. In any event, no employee shall be required to work more than sixteen (16) consecutive hours. Any member required to work extra duty shall be entitled to time and one-half compensation, per Article IX.

SECTION 3. It is agreed that any PBA member, who is an active member of a Reserve or National Guard Unit, in any of the Armed Forces, shall be excused from his/her work assignment for the day or any day that he/she has a scheduled monthly training drill, during the Military Unit's training year.

SECTION 4. All employees assigned to Division in which the workweek consists of five (5) consecutive working days on and two (2) consecutive days off, shall be entitled to four (4) unscheduled Regular Days Off (RDO) per year. These unscheduled Regular Days Off (RDO) shall not accumulate from one year to the next.

SECTION 5. There shall be a minimum of seventy-two (72) hours advanced notice of training cancellation except that if training is cancelled upon arrival, the officer may be utilized during that time to work other duties, including, but not limited to, patrol and/or the officer's regularly assigned duties.

## ARTICLE VIII

### SHIFT BIDDING

SECTION 1. Shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel in the second week of November of each year. The employee shall list his/her shift choices giving a first, second and third preference. Assignments shall then be made based on seniority and posted no later than the first week of December. This process is to be repeated annually. These assignments shall take effect as of January 1<sup>st</sup> and remain in effect until the procedure is repeated the following year.

SECTION 2. This shall not be interpreted to mean that duty assignments, such as Detective Bureau, Traffic Safety, Services, etc., are to be put to bid. Those assignments remain the prerogative of the Director Public Safety, which shall be in accordance with all controlling statutes, judicial decisions, and this agreement. Further, in order to meet the needs of training and/or specialized qualifications, shift assignments may need to be altered in order to meet the bona-fide safety needs of the citizens of the Township. In these cases, the change shall be made with timely notice and written explanation. The change shall last until such time as the specific needs have been met, at which time the said employee shall be returned to his/her bid shift. This section cannot be used as subterfuge to avoid overtime.

SECTION 3. This article shall be applied equally, among members of the same rank. Patrol officers shall bid with patrol officers, Sergeants with Sergeants, etc.

SECTION 4. This article shall not preclude employees from voluntarily switching or swapping with one another, prior to the re-bid date. However, as is the current practice, such switches must occur with the approval of the Director of Public Safety or his designee. Such approval shall not be arbitrarily or capriciously denied.

SECTION 5. Any change in an officer's assigned shift shall occur only with a minimum of three (3) tour of duty advance notice.

## ARTICLE IX

### OVERTIME

SECTION 1. It is agreed that all overtime consisting of time and one-half shall be paid to all employees for hours worked in excess of the regular scheduled shift consisting of eight (8) consecutive hours, except as hereinafter set forth.

SECTION 2. Employees shall not be paid overtime hours unless such overtime is authorized by the Director of Public Safety or his designee.

SECTION 3. It is recognized that the employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition no overtime shall be paid for a fifteen (15) minute period at the commencement of a tour of duty or for a fifteen (15) minute period at the termination of a tour. In the event an employee is required to report earlier, prior to commencement of a tour of duty, then the call-in section of the PBA contract shall apply. If the employee remains beyond fifteen (15) minutes at the end of a tour, the employee shall be paid

the overtime rate for all time worked in excess of the workday of eight (8) consecutive hours, except as otherwise provided.

A. It is agreed that when an employee remains beyond fifteen (15) minutes at the end of his/her tour of duty, the employee shall be paid one half (1/2) hours pay and thereafter the employee shall be paid the overtime rate for the actual time worked in excess of the workday of eight (8) consecutive hours, except as otherwise provided.

B. An employee may elect to receive payment for his or her compensatory time up to 100 hours per year provided said employee shall notify the Township, in writing, no later than November 1<sup>st</sup> of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

SECTION 4. All current policies relative to overtime compensation shall remain in effect with the following exceptions:

A. Sergeants shall be paid at time and one-half for overtime. Sergeants when available, will be utilized to replace Sergeants. If no Sergeant is available, the Senior Patrolman on that shift shall replace the Sergeant at the Sergeant's base rate of pay.

B. Employees assigned to the Detective Division shall be paid at time and one-half for overtime.

SECTION 5. The following provisions shall govern "Call-In" and "Stand-By" time:

A. All employees shall be guaranteed a minimum of two (2) hours pay at double time when "called in for duty". For this purpose, "called in for duty" is defined as the summoning by notification of an off-duty employee to report for duty at a time other than his regularly scheduled shift. The guarantee set forth above shall not apply when the employee commences overtime immediately after the end of his/her shift or when the overtime runs up to the beginning of the officer's regularly scheduled shift.

B. All employees ordered to be on "stand-by" shall be compensated for a minimum of four (4) hours at his/her regular hourly rate of pay. For this section it is mutually agreed that "stand-by" is defined as an employee being required to leave word and/or a telephone number where he/she may be recalled during the "stand-by" period. Additionally, all employees required to be "on call" shall be provided with one (1) hour of compensatory time for each day required to be "on call".

SECTION 6. It is agreed that in cases of an employee pending disciplinary action and/or hearing during his/her off duty hours, the Township will make all reasonable attempts to schedule such action or hearing during a time period reasonably approximate to the employee's working shift.

Further, it is agreed that failure by the Township to notify an employee of cancellation of said scheduled action and/or hearing shall cause the employee to be compensated at the rate of time and one-half the employee's hourly base rate of pay, for the employee's time spent.

SECTION 7. It is agreed that all employees scheduled to participate in any training mandated by the Office of the Attorney General of the State of New Jersey, shall submit a

training leave request for the scheduled mandated training and shall participate in that mandated training in lieu of the employees regularly scheduled work assignment.

Further, it is agreed that in cases of non-mandated training the employee shall submit a training leave request for the scheduled training and shall participate in that scheduled training in lieu of the employee's regularly scheduled work assignment. It will be the employee's option to either accept or not accept non-mandated training assignments and the change in working hours which attaches to the acceptance of the non-mandated training assignment.

For the purposes of this section, a training day is defined as the number of hours required to attend the specified training that has been scheduled, as well as any time which is spent traveling to and/or from the scheduled training site.

SECTION 8. If an employee is called in by a Superior Officer to write a report commonly known as and limited to I.R.'s, Accident, Overtime, etc., when off duty, said employee shall be compensated in accordance with Article IX, Section 5, Paragraph A.

SECTION 9. It is agreed by both parties that an employee may be ordered to report for duty on their day off, regardless of the type of leave. However, this request/order must come from the Director of Public Safety or his designee. If the employee is on his/her regular day off and is ordered to report for duty, he/she shall be compensated at one and one-half times his/her hourly rate of pay. If said employee is on a vacation day, comp time or earned vacation time, the same as above applies, except that his/her remaining vacation day, comp time or earned vacation time, shall be re-credited to his/her time.

SECTION 10. At the end of an employee's career as a permanent member of the Jackson Township Police Department, the employee shall have the option to take off with pay, at the present rate of pay, any unused comp time he/she had accumulated. However, no additional time shall accrue during this period of time.

SECTION 11. Under the Fair Labor Standards Act, Section 778.105, it is agreed that once the beginning time of an employee's workweek is established, it remains fixed regardless of schedule of hours worked by him/her. The beginning of the workweek may be changed if the change is intended to be permanent and is not designed to evade the overtime requirement of this Article of the PBA Contract. However, Article VII, Section 1, shall not be changed unless mutually agreed.

SECTION 12. It is agreed that if the present law now enforced (*Garcia v. San Antonio*) is overturned, changed or modified, then the employee shall have the option of receiving pay or earned vacation time for all hours worked in excess of his/her normal working hours.

SECTION 13. It is agreed that if an employee makes an arrest while he/she is off duty, he/she shall be paid the rate of pay as if it were a call-in, as applies under Article IX, Section 5A of the PBA Contract. All time thereafter shall be paid at the regular overtime rate as applies under the PBA Contract.

SECTION 14. An employee may elect to receive payment for his or her compensatory time up to 100 hours per year provided said employee shall notify the Township, in writing, no later than November 1<sup>st</sup> of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

## ARTICLE X

### VACATIONS

SECTION 1. Each permanent, full-time employee who has had the length of continuous employment specified in the table following, shall be entitled to the working time shown, as a vacation with pay at his/her regular rate of pay.

Less than 1 year of service	1 day per month
1 year to less than 5 years	15 days
5 years to less than 10 years	20 days
10 years to less than 15 years	26 days
15 years or more	27 days

Vacation leave is to be credited automatically to each member on January 1<sup>st</sup> of each year. Vacation leave credited on January 1<sup>st</sup> is to be prorated in the event the 1<sup>st</sup>, 5<sup>th</sup>, 10<sup>th</sup> or 15<sup>th</sup> anniversary of service falls during the calendar year.

SECTION 2. Eligibility for vacations shall be computed as of the first day of the month in which hired.

SECTION 3. With the exception of the first annual anniversary date, vacations may be scheduled at any time within the calendar year of an annual anniversary date, that is, they need not be deferred until the actual anniversary date. Vacations shall be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following year but not consecutively with the vacation to which entitled for the second anniversary date. If resignation or termination of an employee occurs during the calendar year, unearned vacation days which have already been taken will be deducted from any final salary payment.

SECTION 4. It is agreed by both parties that PBA members shall be required to pre-schedule vacation leave forty-eight (48) hours prior to the proposed vacation day.

A. Selection of vacation shall be based on seniority and shall be regardless of shift.

B. An employee shall be permitted to take up to four (4) consecutive weeks of vacation at one time if approved by the Director of Public Safety or his designee.

C. Vacation leave shall not be unreasonably denied.

SECTION 5. Emergency Leave deducted from vacation leave may be approved by an employee's shift supervisor or Watch Commander in the event the Director of Public Safety is not available. The employee should state the reasons for said emergency request.

SECTION 6. In the event of the death of an employee in the line of duty, the spouse or beneficiary of such employee shall receive payment for all accrued vacation and personal days. There shall be no pro-rating of those days.

SECTION 7. At the termination of an employee's career and in good standing the employee shall have paid to him/her, at the employee's present rate of pay at time of termination, the full amount of any unused vacation time.

SECTION 8. Employees may utilize accrued vacation days, comp time, earned vacation time or holiday leave to take off on a holiday. Approval will not be unreasonably denied.

SECTION 9. Employees who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a Physician's certificate is presented.

SECTION 10. Leave shall not be unreasonably denied to an employee due to another employee being on leave.

SECTION 11. Employees shall have the right to accrue unused annual vacation time, up to a maximum of one (1) year's entitlement in addition to the present years entitlement.

SECTION 12. An employee shall not be required to notify the Township or its representatives of his/her whereabouts while on vacation, earned vacation or comp-time, unless during a state of emergency as may be declared by the President of the United states, Governor of the state of New Jersey, or the Mayor of Jackson Township.

SECTION 13. In the event that any leave is denied for any reason, a copy of the denial slip shall be immediately forwarded to the employee requesting said leave with an explanation as to why leave was denied and the Superior denying same.

SECTION 14. It is agreed that when an employee requests a leave up to a maximum of five (5) days for an unforeseen situation or emergency, the Watch Commander of the tour of duty may grant the initial authorization. Any vacation requests above five (5) days must be approved by the Director of Public Safety or his designee.

SECTION 15. It is agrees that all employees shall be permitted to continue to take vacation days, comp days and earned vacation days at a rate of one (1) day at a time, two (2) days at a time, etc.

Further, it is agreed that an employee is permitted to take at any time a minimum of a four (4) hour block of vacation time, or one (1) hour, two (2) hours, or any amount of earned vacation time, sick leave, or comp time, during an eight (8) hour period of work, provided said leave will not knowingly generate overtime. However, Section 10 of Article IX also applies to this section.

SECTION 16. It shall be agreed that all PBA members shall be notified in writing four (4) times per year as to the amount of time they have on the books for vacation leave, earned vacation leave and comp time. Notification shall be made by the end of each quarter of the year, the months of notification will be March, June, September, and January 1<sup>st</sup> of each calendar year. It is further agreed that if an employee does not notify his superior of any discrepancies in his/her quarterly report within thirty (30) days, management may assume the quarterly report is true and accurate as presented.

SECTION 17. No employee shall be permitted to approve his/her own leave.

**ARTICLE XI**

**PERSONAL DAYS**

**SECTION 1.** Each employee shall be entitled to four (4) annual personal days.

**ARTICLE XII**

**BEREAVEMENT LEAVE**

**SECTION 1.** In the event of death in the employee's immediate family, an employee shall be granted bereavement leave of four (4) consecutive regularly scheduled working days so as not to include an employee's days off. This leave shall not be deducted from any other leave. Bereavement leave shall be granted as many times as may be necessary during any given calendar year.

**SECTION 2.** Term "immediate family" for purposes of this section shall include the following: spouse, life partner, children, stepchildren, father, mother, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, aunt and uncle of the employee or spouse.

**SECTION 3.** Two (2) additional work days, if travel time is required, may be authorized by the Director of Public Safety or his designee.

**ARTICLE XIII**

**HOLIDAYS**

**SECTION 1.** The following shall be recognized as holidays paid at eight hours straight time under this Agreement. The holidays will be observed as follows:

New Years Day	Labor Day
Martin Luther King	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Easter Sunday	Fri. after Thanksgiving
Memorial Day	Christmas Day
July 4 <sup>th</sup>	

**SECTION 2.** It is recognized by both parties that, due to departmental business, employees of the Police Department may have to work on designated holidays. Any employee who actually works on a holiday, whether scheduled or not, shall be compensated at the holiday rate of one and one-half (1 ½) times his/her normal daily rate in addition to the holiday pay received in accordance with Section I of this Article for all hours worked on said holiday. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day and straight time of eight (8) hours will be paid. The compensation for holiday pay shall be given no later than the first pay period in November of each calendar year. This payment will include those holidays accrued as of October 15 of each calendar year. The compensation for the balance of the holidays shall be paid no later than the second paycheck of the following year. Said payment shall be by separate check and not included in the regular payroll check.

SECTION 3. In the event that an employee works an additional eight (8) hour tour of duty, or any part thereof, on a holiday, said employee will enjoy overtime compensation at the rate of 2 ½ times his/her normal daily rate.

SECTION 4. Effective January 1, 2008, there shall be no "holiday pay" for any officer covered by this Agreement.

#### ARTICLE XIV

#### HOSPITAL AND MEDICAL INSURANCE

SECTION 1. The Township is currently a participant in the New Jersey State Health Benefits Plan. The parties recognize that effective January 1, 2007 the co-pays for hospitalization/medical were increased to \$10.00 and \$25.00 by the State Health Benefits Commission. The parties further recognize that the prescription co-pays were also increased, effective January 1, 2007, to \$5.00 (generic); \$10.00 (name brand); and \$15.00 (generic mail-in) by the Commission. The parties recognize that the Township reserves the right to cease participation in the State Health Benefits Plan and go to an outside insurance broker/carrier, provided that the coverage and plan provided by the outside broker/carrier remains equal to or better than the New Jersey State Health Benefits Plan. It is further agreed that if no contribution and/or co-pay is required by the New Jersey State Health Benefits Plan, then there shall be no contribution and/or co-pay required of PBA members covered by this agreement.

SECTION 2. The Township shall continue to provide dental service insurance to all employees at no cost to them. Said plan shall be the New Jersey Delta Dental Plan, Inc., or its equivalent. Said plan shall cover all full-time employees as well as their spouse and children.

SECTION 3. The Township shall provide each employee optical plan coverage for all employees at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the Eye Med Vision Care Plan, submitted during negotiations or its equivalent.

SECTION 4. The Township shall provide full-family prescription plan coverage to all employees with the following co-pay:

- A. Generic Prescription \$5.00 co-pay
- B. Non-Generic Prescription \$10.00 co-pay

#### ARTICLE XV

#### CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 1. An annual clothing and maintenance allowance shall be paid each employee covered by this Agreement.

The annual clothing and maintenance allowance shall be in the following amounts:

2007	\$1,250
2008	\$1,300
2009	\$1,350
2010	\$1,400

Payment for this entitlement will be made on the first pay period of May of each calendar year covered by this Agreement. For the purpose of income tax reporting, said entitlement will be included in the employees W-2 Form.

SECTION 2. All newly appointed Police Officers shall receive at no cost to him/her the below listed clothing and equipment, plus any and all equipment and clothing that may be required to attend the Police Academy.

- a. (4) Long Sleeve Shirts
- b. (4) Short Sleeve Shirts
- c. (4) Pair Knit Pants
- d. (1) Class A dress blouse
- e. (1) Ice blue long sleeve shirt
- f. (1) Complete Sam Brown belt with shoulder strap
- g. (2) Ties
- h. (1) Tie Bar
- i. (1) Rain coat
- j. (1) Hat cover
- k. (1) Blauer winter jacket
- l. (1) Reflective safety vest
- m. (1) Pair duty boots
- n. (1) Pair low quarter dress shoes
- o. (1) Duty hat
- p. (1) Duty Belt with (4) keepers
- q. (1) Duty holster
- r. (1) Portable radio holder
- s. (1) O.C. Spray with (1) leather holder
- t. (1) Pair handcuffs with handcuff case
- u. (1) Blauer type knit sweater
- v. (1) Rechargeable style flashlight and leather holder
- w. (1) PR – 24 Baton with holder
- x. (1) Leather duty magazine pouch
- y. (1) Police badge
- z. (1) Hat badge
- aa. (4) Pair of BDU Class C pants
- bb. (1) Class C long sleeve shirt
- cc. (1) Class C short sleeve shirt

SECTION 3. Upon completion of the Police Academy, the Township shall reimburse all newly appointed Police Officers for all clothing and equipment that said officer was required to purchase by the Police Academy.

SECTION 4. In the event the Township institutes any change in the standard uniform and/or equipment, the Township shall satisfy the cost for the initial issuance of said uniform/equipment.

## ARTICLE XVI

### PENSIONS

SECTION 1. The Township shall, with contributions as heretofore, provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

## ARTICLE XVII

### DISCHARGE AND SUSPENSIONS

SECTION 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article XXV, Grievance Procedures, or in accordance with applicable Civil Service rules and regulations and state statutes. In addition, the provisions of NJSA 40A:14-147 and Ordinance No. 2168 shall apply to such discharge and disciplinary action.

SECTION 2. In the event an employee is found guilty of any violation of rules and regulations and a fine or suspension is given to said employee, there shall be no enforcement of said fine or suspension until the employee has exhausted all means of the Township's appeal process.

SECTION 3. It is agreed by both parties that when a hearing is held on a disciplinary action and a determination is made that the employee is found guilty and said employee files an appeal and said appeal is heard before the Township Committee or its representatives, a determination shall be made within thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

SECTION 4. If an employee is suspended, he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but not be limited to, Health Insurance, Dental Insurance, etc. However, if the suspension is for thirty-one (31) days or more days, then the employee shall lose all benefits for the period of such suspension.

SECTION 5. If an employee is suspended, he/she shall not lose any holiday pay benefits if said employee is made to take a suspension during such time a holiday is recognized in this Agreement, in accordance with Article XIII. However, if the suspension is for thirty (30) days or more, then said member shall lose that benefit for the period of such suspension.

SECTION 6. It is agreed by both parties that when an employee is found guilty of any disciplinary actions, then said employee, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority.

SECTION 7. It is agreed that when an employee is charged for any disciplinary actions and said member is represented by the PBA, the PBA will have the right to file a motion of discovery on behalf of the employee charged. Upon such notice, any and all documents and evidence that are going to be presented on behalf of the charging party or parties will be sent to the PBA President or his designee within ten (10) working days of said request.

A. No hearing will be held within less than ten (10) working days from the date the PBA President or his designee in accordance with the above section.

B. No hearing will be scheduled or heard unless said documents or evidence is received by the PBA President or his designee in accordance with the above section.

C. No new evidence will be presented at any hearing or appeal unless the employee and the PBA President or his designee, first have an opportunity to review same, in accordance with this Article of the PBA Contract.

## **ARTICLE XVIII**

### **PERSONNEL FILE**

SECTION 1. A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Director of Public Safety and Municipal Administrator. No other file, document or dossier of personnel records will be maintained except as agreed.

SECTION 2. No detrimental document or report shall be placed in the employee's personnel file or otherwise acted upon without prior conference with the employee. The employee shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Director of Public Safety or his designee and attached to the file copy.

SECTION 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the PBA may be present when requested by the employee concerned. An employee shall have the right to review the contents of his/her personnel file and to indicate those documents which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Director of Public Safety or his designee and shall be destroyed if deemed inappropriate.

## **ARTICLE XIX**

### **WAGES**

SECTION 1. The annual base salary for each of the Classifications shown for the calendar years 2007, 2008, 2009 and 2010 are as follows:

<b>Classification</b>	<u>2007</u> (3.9%)	<u>2008</u> (2.75%)	<u>2009</u> (3.9%)	<u>2010</u> (3.9%)
Sergeant 14% Above P.O. Max	\$102,855	\$111,781	\$116,140	\$120,670
Sergeant 12% Above P.O. Max	\$101,052	\$109,821	\$114,104	\$118,554
Detective Sgt. (Added to Base)	\$1,000	\$1,000	\$1,000	\$1,000
Traffic Safety Sgt. (Added to Base)	\$1,000	\$1,000	\$1,000	\$1,000
Detective P.O. (Added to Base)	\$1,000	\$1,000	\$1,000	\$1,000
Traffic Safety P.O. (Added to Base)	\$1,000	\$1,000	\$1,000	\$1,000
Any Other Non-Patrol Division Unit (added to base)	\$1,000	\$1,000	\$1,000	\$1,000
Police Officer (MAX)	\$90,225	\$98,055	\$101,879	\$105,852
Police Officer (95%)	\$85,713	\$93,151	\$96,784	\$100,559
Police Officer (85%)	\$76,691	\$83,346	\$86,597	\$89,974
Police Officer (75%)	\$67,668	\$73,540	\$76,408	\$79,388
Police Officer (65%)	\$58,645	\$63,734	\$66,220	\$68,803
Police Officer (55%)	\$49,623	\$53,929	\$56,032	\$58,217
Police Officer (50%)	\$45,111	\$49,026	\$50,938	\$52,925
Step One	\$39,867	\$43,326	\$45,016	\$46,771
Police Officer (Entry Level)	\$37,535	\$40,792	\$42,383	\$44,036

A. It is agreed that all full-time employees will receive salary increases based upon the number of steps dictated by the salary guideline of the calendar year in which the employee was hired.

B. All increases for Police Officer, including those assigned to the Detective Division, shall be effective on their respective anniversary dates.

C. An employee temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher ranked for the period of service. "Temporarily Assigned" for the purpose of this section is defined as eight (8) or more consecutive hours or one or more consecutive eight (8) hour shifts, as approved and authorized by the Director of Public Safety or his designee.

SECTION 2. In addition to the above annual base salary, there shall be paid to each qualified employee as additional salary a longevity increment of two percent (2%) of his base pay after his first six (6) years of service and an additional one percent (1%) of his base pay for each additional two (2) years of service up to a maximum of ten percent (10%) longevity.

SECTION 3. It is agreed that beginning January 1, 1995 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after January 1, 1995 shall be entitled to or receive longevity pay. All employees hired prior to January 1, 1995, shall continue to receive all longevity benefits as outlined in Section 2 of this Article.

SECTION 4. It is agreed that no employee shall hold two (2) job classifications. For example, Sergeant assigned to Patrol Division and doing Juvenile Division work and receiving the stipend pay for Detective Division. But not limited to the above. Once an employee is assigned to a Division, he/she will not receive any wage differential for another division.

SECTION 5. It is agreed that if a Police Officer is assigned to the Detective Bureau or to the Traffic Safety Bureau, for a period longer than eight (8) consecutive hours, he/she will be compensated at a prorated scale for the respective Bureau assigned.

## ARTICLE XX

### SPECIAL POLICE UTILIZATION

The Township agrees that Special Police Officers shall not be used in violation of the New Jersey statutes or Civil Service Regulations.

## ARTICLE XXI

### LEGAL AID

SECTION 1. As per NJSA 40A:14-155, the Township agrees to provide legal aid to all employees in suits or other legal proceedings against them arising from incidents in the line of duty. The Township reserves the right to approve or reject any request by an employee or assume responsibility for payment of the services of whatever member of the New Jersey Bar is contracted to defend that employee, unless it is first given the opportunity to determine that said payment of service is reasonable. However, it is mutually agreed that said employee shall have the choice of his/her representation.

A. This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the Township.

B. Where a criminal or disorderly persons complaint is filed against an employee who is found to be not guilty or the complaint is otherwise dismissed, the Township shall act to expunge the arrest record of the employee.

SECTION 2. It is agreed that when a criminal or disorderly persons complaint is filed against any employee while he/she is acting in the performance of their duties, the Township agrees to pay said employee's legal fees as outlined below.

A. Non-indictable offenses: The rate equal to the lowest rate paid to any regularly-appointed Jackson Township Municipal attorney and/or labor attorney for each Municipal Court appearance plus \$100.00 per hour for a maximum of eight (8) hours legal research, preparation, interviews, etc.

B. Indictable offenses: The rate equal to the lowest rate paid to any regularly-appointed Jackson Township Municipal attorney and/or labor attorney for each Municipal Court appearance; \$800.00 per day for each day of trial; \$100.00 per hour for each hour of legal research, preparation, interviews, etc., for up to twenty (20) hours maximum. Time spent in excess of the twenty (20) hours may be permitted depending upon the type of case and the character of the legal research and other preparation necessary for such a case.

C. Legal fees which exceed the above limitations will not be assumed by the Township of Jackson and will be the responsibility of the individual employee.

## ARTICLE XXII

### UNION BUSINESS

SECTION 1. The President or his designee, shall be excused from his/her work assignment and shall be granted time off to attend any Union business that requires Union representation, provided, however, that prior to the time of absence from his/her work assignment, the President or designee notifies either the Director of Public Safety or the Watch Commander of that tour of duty, and provided further that such time is limited to an aggregate of sixteen (16) hours per month, non cumulative.

SECTION 2. During annual contract negotiations, the PBA President, State Delegate and negotiating team of the PBA bargaining unit (not to exceed five (5) members) shall be excused from their work assignment for the day whenever the PBA President and State Delegate have to meet with said members of the PBA bargaining unit. This time shall not be deducted from any other leave, such as PBA, vacation, comp, earned vacation, etc. Discretion should be used by PBA members to avoid generating overtime situations. However, not more than two (2) negotiating team members per shift shall be granted time off.

SECTION 3. The PBA shall have the right to use the intra-Township mail facilities as it deems necessary and without approval of the Administrator or Management personnel.

SECTION 4. The Township agrees to grant the necessary time off without loss of pay or compensatory time to the President of the local and such other members of the PBA selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association, as provided under NJSA 11:26C-4.

SECTION 5. The Township agrees to excuse from his/her work assignment for the day the State Delegate, or his/her alternate to attend the regular monthly meetings of the State PBA and the County Conference of Delegates (not to exceed two (2) per year), without loss of pay or compensatory time.

SECTION 6. The Township shall permit members of the PBA Grievance Committee (not to exceed three (3) members), to confer with employees, and at mutually agreeable times, management on specific grievances during the duty hours of the members without loss of pay or compensatory time.

SECTION 7. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the PBA shall the right to conduct meetings at reasonable times on municipal premises.

SECTION 8. In the event of a death of a Police Officer slain in the line of duty, from another Police Department, whether local or out of state, the President and State Delegate of the PBA or if they are unavailable, two (2) other PBA members, shall be excused form their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted form any other leave. A marked patrol unit shall be provided, if available, for travel within a 200-mile radius. Discretion should be used by PBA members to avoid overtime situations.

SECTION 9. No PBA leave shall be denied for any reason, except in the case of a declared state of emergency by the Governor of the State of New Jersey or the Mayor of Jackson Township, to any PBA Officer or their designee as applies under Article XXII, Union Business, when requesting such leave to represent the PBA or when conducting Union Business.

SECTION 10. It is further agreed that when the PBA President or another PBA member is acting in the capacity of the President, when submitting leave slips for PBA leave, it is understood that the nature of the PBA business is confidential and shall not be disclosed, nor shall it be entered on a leave request or time sheet while utilizing the sixteen (16) hours per month granted under this Article.

SECTION 11. It shall be agreed that the PBA President or his designee, shall be permitted to bring to the Director of Public Safety any matters deemed by the PBA President to be of such importance that requires review by the Director of Public Safety.

SECTION 12. The Township agrees to excuse from his/her work assignment for the day, the PBA President or designee, to attend the regular monthly meeting of the PBA Local 168. This time/leave shall not be deducted from any other leave.

SECTION 13. It shall be agreed that the PBA President, or his designee, shall not be required to use PBA time as outlined in Article XXI, Section 1, or any other time while on duty to attend any hearings, interrogations or interviews that require PBA representation, or when the Township or its representatives request a meeting with the Union.

SECTION 14. It is agreed that there shall not be any mutual agreements between the Township or its representatives and individual members of the PBA, pertaining to any Article and/or Section of this Agreement (the PBA Contract). Mutual agreements can only be authorized by the PBA President or his designee.

SECTION 15. It is agreed that if a member who is assigned to the 12 AM – 8 AM shift, and acts in the capacity of a Union representative, as outlined in this Article, but not limited to this Article, and said member attends a funeral for a slain police officer, said member will be excused from his/her next consecutive days duty assignment.

## ARTICLE XXIII

### COURT APPEARANCES

SECTION 1. Employees shall be compensated at a rate of time and one-half his/her regular rate of pay for actual time worked in Jackson Municipal Court. Employees are, however, guaranteed a minimum of four (4) hours pay at his/her regular straight time.

SECTION 2. Employees shall be paid at time and one-half with a guarantee of four (4) hours for appearance in all other courts, but only if the appearance arises when the employee is scheduled to be off duty. On-duty appearances are part of any employee's regular duties. In the event an officer is required to attend a court outside of Jackson Township related to his/her official duties as a Jackson Police Officer, said officer shall receive travel time commencing from when he/she notifies the Jackson Police Headquarters that he/she is en route to said court or, thereafter, when he/she has arrived home after the conclusion of the court appearance.

SECTION 3. The employee shall have the option of receiving his/her straight time compensation in pay or applying it to his/her earned vacation or compensatory time.

SECTION 4. Employees shall be paid time and one-half his/her regular rate of pay for all appearances in any PERC hearings or Arbitration hearings, whether or not said employee is testifying on behalf of the PBA or the Township of Jackson. This shall only apply to those employees who are off duty at the time of said occurrences, in accordance with standard operating procedures.

SECTION 5. Employees who have been subpoenaed and subject to offer testimony in a pending Superior Court proceeding, though an appearance is not immediately required, will receive compensation at the rate of four (4) hours per day until no longer required by said court.

## ARTICLE XXIV

### MILEAGE ALLOWANCE

Members are to be compensated at a rate equal to the current Internal Revenue Service (IRS) rate per mile if a municipal car is not available and the employee's personal car must be used for any official business.

## ARTICLE XXV

### GRIEVANCE PROCEDURE

SECTION 1. Definition: A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto, involving the interpretation of this Agreement.

SECTION 2. Verbal Grievance

A. Whenever an employee has a grievance, he/she and the PBA President or designee shall first present said grievance verbally to the employee's supervisor to arrange a mutually satisfactory settlement of the grievance. Failing an immediate resolution of the

grievance, the supervisor will have five (5) working days to provide a response to the employee regarding said grievance.

B. When an employee is informed by his/her supervisor that the supervisor is unable to resolve said grievance, the employee shall provide a written grievance to the next higher authority, in accordance with Section 3 of the Article.

C. An employee having a grievance shall present said grievance to management within ten (10) working days of the occurrence, otherwise, said grievance shall be considered null and void.

D. The PBA reserves the right within ten (10) working days to grieve any violations of this Agreement when said violation comes to the attention of the PBA.

### SECTION 3. Formal Written Grievance

A. If an employee's complaint is not satisfactorily settled by his/her supervisor, in accordance with Section 2, the employee and the PBA President or designee shall prepare the grievance in writing, in duplicate. The grievance shall set forth the facts and circumstances of the alleged violation. A copy shall be provided the Director of Public Safety and a copy provided the employee's supervisor who first received said grievance.

B. The supervisor will have five (5) working days to submit to the Director of Public Safety a written report setting forth the facts and events leading to the oral grievance and the action taken in response to said grievance.

C. Upon the Director of Public Safety's receipt of the Supervisor's report, the employee and the PBA President or designee shall meet with the Director to resolve said grievance. Failing a solution within five (5) working days, the Director of Public Safety will prepare a report of said grievance for review by the Municipal Administrator.

D. The Business Administrator will have five (5) working days to consider said grievance. Failing to resolve said grievance, the Business Administrator will prepare a report to the Township Mayor. The Township Mayor will have twenty (20) working days to act upon said grievance.

E. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Township Mayor, no grievance will be heard or considered by the Mayor in violation of the aforementioned procedure.

F. In the event that the parties are unable to reach a mutually satisfactory settlement within 10 working days, the grievance may be submitted to arbitration to the Public Employees Relations Commission (PERC) within twenty (20) working days after final solution of the Township Mayor. Said arbitration shall be governed by the Rules and Regulations of the Public Employees Relations Commission.

G. Any award by the Arbitrator shall be binding upon the parties. The Arbitrator's fee and expenses, if any, shall be borne jointly by the Township and the Union. Preparation and presentation shall be borne separately by each party.

H. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel file.

I. It is the intention of the parties to settle all differences between the Township and Union through grievance procedures in accordance with the provisions of this Agreement. Therefore, the Township agrees that it will not lockout its employees and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down or work stoppage during the life of this Agreement.

J. It is expressly agreed between the parties hereto that aforesaid grievance procedure and arbitration procedure shall not be applicable to provisions of Article XVI, Discharge and Suspensions, of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an employee's sole remedy shall be the procedure established by the Civil Service Commission. In the event of a suspension, fine, demotion or termination, an employee may elect to follow either the contractual grievance procedure or an appeal under Civil Service.

## **ARTICLE XXVI**

### **PROMOTIONS**

The Township shall take all necessary actions to have current promotional lists maintained for all ranks.

## **ARTICLE XXVII**

### **SAVINGS CLAUSE**

SECTION 1. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 2. All current policies not covered in this Agreement shall remain in full force, subject to Article VI.

SECTION 3. If any provisions of this Agreement are believed invalid, or the Township seeks to scope the contents of this Agreement with the Public Employees Relations Commission, the Township will meet with the Union for the purposes of renegotiating those provisions in dispute.

## **ARTICLE XXVIII**

### **COLLEGE CREDIT PROGRAM**

#### **SECTION 1. Existing College Credit Program**

A. All employees who have previously taken college courses and all employees who enroll in a college course by the second semester of the 1981-1982 school year, shall be considered permanently enrolled in the College Credit Program and eligible for all

benefits derived from it as those benefits have been applied under the 1979-1980 Collective Bargaining Agreement.

B. Any employee holding a recognized Associate Degree shall be compensated an additional \$700.00 over their annual base salary.

C. Any employee holding a recognized Bachelors Degree shall be compensated an additional \$1,350.00 over their annual base salary.

D. Any employee holding a recognized Masters Degree shall be compensated an additional \$1,550.00 over their annual base salary.

E. It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

F. Tuition, textbooks, lab fees and associated costs of instruction will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science. Employees are responsible for supplying receipts for verification of purchase of tuition. For all employees not enrolled in a college credit program as of the date of the full execution of this Agreement, the payment for college credits referred to above shall be limited to the per credit cost at the New Jersey State University System with the employee paying any cost in excess of that rate.

## SECTION 2. Subsequent College Credit Program

A. Thereafter, employees entering the College Credit Program for the first time subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

(1) Any employee who earns a recognized Associates Degree shall receive a one time stipend payment in the amount of \$700.00 dollars.

(2) Any employee who earns a recognized Bachelors Degree shall receive a one-time stipend payment in the amount of \$1,350.00 dollars.

(3) Any employee who earns a recognized Master's Degree shall receive a one-time stipend payment in the amount of \$1,550.00.

B. The granting of the one time stipend payment for the lower level (AA Degree) shall not preclude the payment of a one-time stipend at each of the higher levels.

C. Tuition, textbooks, lab fees and associated costs of instruction will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science. Employees are responsible for supplying receipts for verification of purchase of tuition.

## ARTICLE XXIX

### REPRESENTATION FEE

SECTION 1. If an employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for the membership year. This fee shall be the maximum allowed by law.

#### SECTION 2. Procedure

A. Notification: Prior to March 1<sup>st</sup> of each year, the PBA will submit to the Township a list of those employees who have neither become members of the PBA for the then current membership year nor paid directly to the PBA, the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees in accordance with Paragraph B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

B. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid.

(1) Ten (10) working days after receipt of the aforesaid list by the Township; or

(2) Thirty (30) working days after the employee begins his/her employment in a bargaining unit position.

SECTION 3. Termination: If an employee who is required to pay a representation fee terminates his/her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

SECTION 4. Mechanics of Deductions and Transmission Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

SECTION 5. Changes: The PBA will notify the Township in writing of any changes in the list provided for in Section 2 of this Article, and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) working days after the Township receives said notice.

SECTION 6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

SECTION 7. The Township Held Harmless: The PBA hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Township in accordance with this provision. Once the representation fees in lieu of dues are remitted to the PBA by the Township, disposition thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

## ARTICLE XXX

### BILL OF RIGHTS

To insure that the individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

SECTION 1. An employee shall be entitled to Union representation at each stage of a disciplinary hearing.

SECTION 2. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

SECTION 3. It is agreed that if the Township makes use of his/her own recording device at hearings, meetings, appeals, interviews and investigations, the employee will have the right to make use of his/her own recording device.

SECTION 4. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.

SECTION 5. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

SECTION 6. When justified, the Director of Public Safety may appoint a Superior Officer to investigate complaints of harassment or discriminatory practices by other Superior Officers.

SECTION 7. Employees will have the right to refuse and cannot be ordered to use Department Vehicles if any one or more of the following items are unsafe or not working or any other items that have not been mentioned below would cause the vehicle to be unsafe, under the N.J. Division of Motor Vehicle Statutes, as may be determined by Motor Pool staff or the Shift Watch Commander:

- |  |                  |
|--|------------------|
| 1. Tires   | 8. Motor Mounts  |
| 2. Brakes  | 9. Exhaust Leaks |
| 3. Steering (Front End)                          | 10. Gas Fumes    |
| 4. Radio (Transmitting and Receiving)            |                  |
| 5. Lights (External) to Include Emergency Lights |                  |
| 6. Climate Control (Heater and Air Conditioning) |                  |
| 7. Windshield Wipers (During Inclement Weather)  |                  |

SECTION 8. It is agreed by both parties that no disciplinary action shall be taken against any employee, unless said employee is first given the opportunity of having a hearing on said disciplinary action.

SECTION 9. It is agreed by both parties that the Township or its representatives will afford the employee a five (5) day notice prior to any investigatory interviews. The employee will have the right to legal counsel or PBA representation during said interview.

SECTION 10. It is agreed by both parties that the Township or its representatives will advise the employee of the nature or any investigatory interview prior to the start of said interview.

SECTION 11. It is agreed by both parties that Section 10 and 11 of this Article will pertain to any and all disciplinary actions being brought against any employee.

SECTION 12. It is agreed by both parties that no general order or operational order within the Township of Jackson can supersede any Article and Section within the PBA contract.

SECTION 13. It is agreed by both parties that when an employee is found guilty at any disciplinary hearing and said member was represented by the PBA, THE Township or its representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing, and to include a full transcript of said hearing to the PBA President and at no cost.

SECTION 14. It is agreed that the Township shall allow each employee to have a physical every other year until said employee reaches 40 years of age. After said employee reaches 40 years of age, the Township shall allow said employee to have a physical every year.

Said physical is to take place with the employees chosen Physician, and the Township shall reimburse said employee for any costs borne by the employee, which are not covered by the employee's health insurance. Said reimbursement is to be made within 30 days of the submission of the bill to the Township.

SECTION 15. It is agreed by both parties that no PBA member can be ordered by a Superior Officer to bring charges or charge another PBA member, if said PBA member did not witness or see any violation or infraction of the Rules and Regulations of the Jackson Police Department or the Jackson Township Code.

## **ARTICLE XXXI**

### **OUTSIDE EMPLOYMENT**

An employee may accept and be employed in an occupation off-duty, which is not in violation of Federal, State or County Law, or present Rules and Regulations. Permission slips shall not be required from the Township as a condition for securing or maintaining outside employment while not representing the Jackson Township Police Department. However, the employee working in an outside employment situation shall furnish a telephone number where he/she can be reached in case of an emergency. In addition, he/she will furnish the Township's name, address, and the hours of proposed employment.

**ARTICLE XXXII**

**CHILDREN OF EMPLOYEE**

The children of an employee who dies in the line of duty shall be given a scholarship to the college of their choice at the Township's expense. Said expense/reimbursement shall be in the amount of \$7,500.00 per year.

**ARTICLE XXXIII**

**FUNERAL EXPENSES**

The Township shall contribute \$10,000 as payment to defray the cost of funeral and other related expenses if an employee dies in the line of duty.

**ARTICLE XXXIV**

**FTO STIPEND**

Any employee designated or otherwise assigned by the Township as a Field Training Officer (FTO) shall be compensated with one (1) hour of compensatory time for each shift in which he/she performs this duty.

**ARTICLE XXXV**

**MISCELLANEOUS**

SECTION 1. Any designated "no leave day" shall be limited to four (4) per calendar year. That is, there shall be no more than four (4) "no leave days" per year.

**ARTICLE XXXVI**

**DURATION**

SECTION 1. This Agreement shall be in effect for four (4) years from January 1, 2007 thru December 31, 2010, which benefits shall commence upon January 1, 2007. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 2011 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

SECTION 2. It is agreed by the parties hereto, that negotiations shall begin not later than ninety (90) calendar days prior to the expiration of this Agreement.

ARTICLE XXXVII

COMPLETENESS OF AGREEMENT

IN WITNESS THEREOF, the parties hereto set their hands and seals

this 22 day of May, 2007.

Township of Jackson:

Jackson Township PBA 168

BY: [Signature]  
Township Mayor

BY: [Signature]  
PBA President

ATTEST:

[Signature]  
Township Clerk

[Signature]  
Witness

RESOLUTION OF THE TOWNSHIP OF JACKSON  
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 235R-07 DATE OF ADOPTION: 5-22-07

TITLE: RATIFY AND APPROVE 2007-2010 CONTRACT BETWEEN TOWNSHIP  
OF JACKSON AND P.B.A. LOCAL 168 JACKSON TOWNSHIP

Council Gudaitis presents the following resolution.

Seconded by Martin

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Jackson in the County of Ocean and Local 168 of the Jackson Township P.B.A. relative to rates of pay, hours of work, and other conditions of employment, within the Township of Jackson; and

WHEREAS, as a result of these negotiations, agreement was reached regarding these matters;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:

1. P.B.A. for the years 2007-2010 a copy of which is annexed hereto, and is made a part thereof is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute same, and the execution of said Contract is hereby ratified by the Township Council.
2. This Contract is approved by the Township of Jackson subject to ratification by Local 168 of the Jackson Township P.B.A.
3. Copies of this resolution to Local 168 P.B.A., Township Administrator, Director of Public Safety, Chief Finance Officer, Personnel Officer and any other interested parties.
4. A certified copy of this resolution and the Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.

*Ann Marie Eden*

ANN MARIE EDEN, R.M.C. *Raj*  
TOWNSHIP CLERK

DATED: 5-22-07

RECORD OF VOTE				Vice President	PRESIDENT
TOWNSHIP COUNCIL	JASON GUDAITIS	EMILY INGRAM	SCOTT MARTIN	ANN UPDEGRAVE	ANGELO STALLONE
YES	✓	✓	✓		✓
NO					
ABSTAIN					
ABSENT				✓	

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2007.

RESOLUTION OF THE TOWNSHIP OF JACKSON  
 JACKSON, NEW JERSEY

RESOLUTION NUMBER: 525R-09

DATE OF ADOPTION: 12/22/09

TITLE: APPROVE AMENDMENT TO THE 2007, 2008, 2009 AND 2010 CONTRACT  
 BETWEEN TOWNSHIP OF JACKSON AND PBA LOCAL 168

Council Martin presents the following resolution.

Seconded by Updegrave.

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Jackson in the County of Ocean, and Local 168 of the Jackson Township PBA Local 168, to amend the 2007-2010 PBA Contract; and

WHEREAS, as a result of these negotiations, an agreement was reached regarding these matters;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:

1. The PBA Contract for the years 2007 – 2010 is hereby amended with a copy of which is annexed hereto, and is made a part thereof of the 2007 – 2010 PBA Contract. The amendment is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute same, and the execution of said amendment is hereby approved by the Township Council.
2. This amendment is approved by the Township of Jackson subject to approval by Local 168 of the Jackson Township PBA.
3. Copies of this resolution to Local 168, PBA, Township Administrator, Director of Public Safety, Chief Finance Officer, Personnel Officer and any other interested parties.
4. A certified copy of this amendment is to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, N.J. 08625 as per N.J.S.A. 34:13A-8.2.

*Ann Marie Eden*

ANN MARIE EDEN, R.M.C.  
 TOWNSHIP CLERK

DATED: 12/22/09

RECORD OF VOTE				VICE PRESIDENT	PRESIDENT
TOWNSHIP COUNCIL	KENNETH BRESSI	SCOTT MARTIN	ANN UPDEGRAVE	ROBERTA RIVERE	MICHAEL KAFTON
YES	/	/	/	/	
NO					
ABSTAIN					/
ABSENT					

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 22 day of December 2009.

*Ann Marie Eden RMC*  
 Township Clerk

**ADDENDUM TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN  
JACKSON TOWNSHIP PBA LOCAL #168**

**-AND-**

**TOWNSHIP OF JACKSON**

**WHEREAS**, the Jackson Township PBA Local #168 (hereinafter referred to as the PBA) and the Township of Jackson (hereinafter referred to as the Township) are parties to a collective negotiations agreement applicable to all regular, full-time police officers of the Jackson Township Police Department below the rank of Lieutenant, the terms of which will expire on December 31, 2010; and

**WHEREAS**, commencing on January 1, 2010 the Township seeks to implement a "pilot program" involving all regular, full time police officers of the Jackson Township Police Department below the rank of Lieutenant that are assigned to Units other than the Patrol Division, by increasing the workday in these Bureaus from eight (8) to ten (10) hours in an effort to determine if the change in the workday hours will improve upon the Police Department's ability to deliver better service to the public in these areas; and

**WHEREAS**, in order to implement this "pilot program" the Township and the PBA have identified certain areas in the aforesaid collective bargaining agreement in need of modification; and

**WHEREAS**, the Township and the PBA have discussed and agreed upon the specific areas of the collective bargaining agreement to be modified, all of which shall take effect on January 1, 2010; and

**WHEREAS**, the Township and the PBA are desirous of amending and codifying said terms and conditions as are related thereto; and

**NOW, THEREFORE,** the Township and the PBA agree to amend the 2007-2010 collective bargaining agreement, effective January 1, 2010, as follows:

1. Article V, Section 1. The second sentence of this clause shall be revised to state as follows:

All employees shall be permitted to use up to five (5) days of sick time per calendar year to care for a family member.

2. Article VII, Section 1. The following shall be added at the end of this clause:

Commencing on January 1, 2010, it is agreed between the Township and the PBA that as part of the Township's "pilot program", the workday of all regular, full time police officers of the Jackson Township Police Department below the rank of Lieutenant that are assigned to Units other than the Patrol Division shall be ten consecutive (10) hours. The workweek shall consist of four (4) days on with three (3) days off.

The "pilot program" was created by the Township to examine and analyze the effectiveness that increased hours in the workday of these Bureaus will have upon the Police Department's ability to better serve the public.

The new "pilot program" for officers assigned to Units other than the Patrol Division and described herein shall take effect on January 1, 2010 for a one (1) year trial period. If either party desires to revert back to the prior work schedule, said desire must be communicated to the other party in writing on or before December 1, 2010. If said notice is not served upon the other part in a timely manner, the work schedule described herein shall become permanent.

3. Article VII, Section 2. The following provision shall be added to the end of this clause:

For all officers assigned to the "pilot program", the workday shall consist of not more than ten (10) consecutive hours. This shall not preclude employees from being required to work additional hours should appropriate police authority deem an emergency to exist, where the assignment of extra manpower would be essential for the safety and well being of Jackson Township and its residents. In any event, no employee shall be required to work more than twenty (20) consecutive hours. Any

member required to work extra duty shall be entitled to time and one-half compensation, as per Article IX.

5. Article VII, Section 4. This clause shall be revised so as to state as follows:

All officers assigned to the "pilot program", in which the work week consists of four (4) days on and three (3) days off, shall be entitled to four (4) unscheduled Regular Days Off (RDO) per year. These unscheduled Regular Days Off (RDO) shall not accumulate from one year to the next.

6. Article VII. The following additional sections shall be added to this clause:

Section 6. In the event there is an adjustment of shift hours for any officer, same must be agreed upon by and between the employee and management.

7. Article VIII, Section 5. The following sentence shall be added to this clause:

For the purpose of this Section, a "tour of duty" for officers assigned to the Patrol Division shall be defined as four (4) days on and two (2) days off. For all officers assigned to the "pilot program, a "tour of duty" shall be defined as four (4) days on and three (3) days off in one cycle.

8. Article IX, Section 1. The following shall be added at the end of this clause:

For all officers assigned to the "pilot program", it is agreed that all overtime consisting of time and one-half shall be paid for hours worked in excess of the regular scheduled shift consisting of ten (10) consecutive hours, except as hereinafter set forth.

9. Article IX, Section 3. Any reference to "tour" in this Section shall be revised so as to state "shift". Additionally, the last sentence in this clause shall be modified to state as follows:

If the employee remains beyond fifteen (15) minutes at the end of a shift, the employee shall be paid the overtime rate for all time worked in excess

of the workday of eight (8) consecutive hours for officers assigned to the Patrol Division and ten (10) consecutive hours for all officers assigned the "pilot program" except as otherwise provided.

10. Article IX, Section 3 (A). This clause shall be modified as follows:

It is agreed that when an employee remains beyond fifteen (15) minutes at the end of his/her shift, the employee shall be paid one-half (½) hours pay and thereafter the employee shall be paid the overtime rate for the actual time worked in excess of the workday of eight (8) consecutive hours for officers assigned to the Patrol Division and ten (10) consecutive hours for officers assigned to the "pilot program", except as otherwise provided.

11. Article X, Section 1 shall be amended to read as follows:

SECTION 1.

All police officers assigned to Units other than the Patrol Division shall be entitled to the following vacation with pay at his/her regular rate of pay:

Less than 1 year of service	10 hours per month
1 year to less than 5 years	130 hours annually
5 years to less than 10 years	170 hours annually
10 years to less than 15 years	220 hours annually
15 years or more	230 hours annually

12. Article XI, Section 1. This clause shall be revised to state as follows:

Each employee shall be entitled to four (4) annual personal days, which shall be taken as whole days.

13. Article XIX, Section 1 (C). This clause shall be revised to state as follows:

An employee temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher ranked for the period of service. "Temporarily Assigned" for the purpose of this section is defined, for officers assigned to the Patrol Division, as eight (8) or more consecutive hours or one (1) or more consecutive eight (8) hour shifts, as approved and authorized by a Director of Public Safety or his Designee. For all police officers assigned to the "pilot program", "Temporarily Assigned" for the purpose of this section is defined as ten (10) or more consecutive hours or one (1) or more consecutive ten (10) hour shifts, as approved and authorized by a Director of Public Safety or his Designee.

14. Article XXII, Section 1. This clause shall be modified so as to replace any reference to "tour" with "shift". Additionally, the reference to "sixteen (16) hours per month" shall be replaced with "two (2) respective shift days per month".

15. Article XXII, Section 10. The reference to "sixteen (16) hours per month" shall be replaced with "two (2) respective shift days per month".

16. All other terms and conditions of the parties' 2007-2010 collective bargaining agreement shall remain in full force and effect.

The parties, by their signatures below, do hereby agree to the terms and conditions herein in their entirety and acknowledge that there are no other promises between the two parties, except as what is set forth herein.

IN WITNESS THEREOF, the parties hereto set their hands and seals this

29 day of December, 2009.

**Township of Jackson**

By: [Signature]

Township Mayor

Date: 12-29-09

**Jackson Township PBA Local 168**

By: [Signature] #246

PBA President

Date:

Attest:

[Signature]

Township Clerk

Date: 12-29-09

Witness

[Signature] 218

Date: 12/28/09