

RESOLUTION R-125-2012

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK
AUTHORIZING EXECUTION OF AGREEMENT WITH PBA LOCAL 122 FOR A
TWO-YEAR PERIOD EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2012

WHEREAS, PBA Local 122 is the sole and exclusive bargaining representative for the police officers for the Township of Elk; and

WHEREAS, the prior Collective Bargaining Agreement expired on December 31, 2010; and

WHEREAS, negotiations were entered into pursuant to Public Law 168, Chapter 303 between the Township of Elk in the County of Gloucester and PBA Local 122 relative to rates of pay, hours of work and other conditions of employment for Police Officers within the Township of Elk; and

WHEREAS, as a result of these negotiations, a Memorandum of Agreement was agreed upon regarding these matters, and memorialized by Resolution No. R-116-2012 on November 1, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Elk, County of Gloucester, and State of New Jersey that:

1. The PBA Local 122 Agreement for the years January 1, 2011 – December 31, 2012, a copy of which is attached hereto and is made a part hereof, is hereby accepted by the Township of Elk and the Mayor is hereby authorized to execute same, and the execution of said Agreement is hereby ratified by the Township Committee.
2. This Agreement is approved by the Township of Elk subject to ratification by Local 122 of the Elk Township PBA.
3. Copies of this Resolution are to be provided to PBA Local 122, Elk Township Chief of Police, Chief Financial Officer, Township Clerk, and any other interested party.
4. A certified copy of this Resolution and Agreement are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, New Jersey 08625, as per N.J.S.A. 34:13A-8.2.

ADOPTED at a regular meeting of the Mayor and Committee of the Township of Elk, County of Gloucester, State of New Jersey held on December 18, 2012.

TOWNSHIP OF ELK

BY: 
PHILIP A. BARBARO, JR., Mayor

ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Pantaleo	✓			
Sammons	✓			
Spring	✓			
Swanson	✓			
Barbaro	✓			

AGREEMENT
BETWEEN
THE TOWNSHIP OF ELK
AND
THE POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY
GLOUCESTER COUNTY
LOCAL NO. 122

JANUARY 1, 2011 THROUGH DECEMBER 31, 2012

AGREEMENT

THIS AGREEMENT, made this _____ day of November 2012 by and between the **Township of Elk**, hereinafter referred to as “**TOWNSHIP**” and the **POLICEMEN’S BENEVOLENT ASSOCIATION OF NEW JERSEY**, Local #122, hereinafter referred to as “**the PBA.**”

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours, and other conditions of employment:

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties agree with each other as follows:

ARTICLE I
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Township of Elk.

Arbitration: If the aggrieved party(s) or the PBA disagree with or object to the decision of the Township Committee, he (they) shall file for arbitration within twenty (20) working days of receipt of the decision of the Committee. Said request for arbitration may also be filed for by the **TOWNSHIP**. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the **TOWNSHIP** and the **PBA**. The decision of the arbitrator shall be final and binding by both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision. If during the term of this Agreement, the State of New Jersey mandates arbitration procedures, then and in that event the mandated arbitration procedures will supersede the procedures set forth in this Agreement.

ARTICLE IV
COMPUTATIONS OF SALARIES AND BENEFITS

Seniority and other rights and benefits, e.g., vacation, for the purpose of this Article, shall be deemed to have commenced from the date of hire as a full-time regular police officer with the Township of Elk. In the event an officer has voluntarily left his employment with the Township for more than one (1) year, such absence will constitute the break in employment, and seniority will then be calculated from the latest date of hire.

ARTICLE V
SCHEDULE OF WORK AND OVERTIME

All officers shall continue to be scheduled to work twelve (12) hour shifts, working the "Pitman" schedule, where employees work two (2) days on, two (2) days off, with every weekend being a three (3) day weekend, alternating between three (3) days on and three (3) days off. In addition to any other overtime, and in consideration of the additional hours scheduled as a result of being scheduled to work seven (7) 12-hour tours, totaling 84 hours every two weeks, officers shall earn four (4) hours of compensatory time for every two-week pay period, with this compensatory time to be taken subject to the approval of the Chief of Police. For purposes of earning compensatory time, all paid leave time shall be considered as hours worked.

Any hours worked in excess of the scheduled hours in any day or the scheduled hours in any week, shall be compensated at the rate of one and one-half (1 ½) times a full-time, regular police officer's base rate of pay. Base pay shall not include holiday pay.

The manpower scheduling for overtime shall be under the purview of the Chief of Police. Overtime will be rotated among employees to be distributed as equitably as possible. All employees may be required to work a reasonable amount of overtime.

In the event that any full-time police officer is called into work on a scheduled day off, he shall be entitled to a minimum of two (2) hours pay at time and one-half. If called in on a scheduled work day, the police officer will be paid at time and one-half for the time he came in prior to or after his shift.

All full-time police officers will be permitted to take their compensatory time on their regular shift with the approval of the Chief of Police. Any compensatory time not used within four (4) months from the date it is earned will be forfeited, unless the officer was unable to use this time due to the demands of his position, in which case the officer will be afforded an additional two (2) months to use the time.

ARTICLE VI HOLIDAYS

Paid holidays will be as follows for all full-time police officers hired prior to January 1, 1997:

- A. New Year's Day
- B. Easter
- C. Memorial Day
- D. July 4th
- E. Thanksgiving
- F. Christmas
- G. Labor Day
- H. Good Friday
- I. President's Day
- J. Martin Luther King Day
- K. Flag Day (June 14th)
- L. Veterans' Day
- M. Christmas Eve

Any full-time police officer hired after January 1, 1997, will receive paid holidays pursuant to the following schedule:

<u>Steps</u>	<u>Holiday Schedule</u>
Probationary	6 A-F
Class 7	7 A-G
Class 6	8 A-H
Class 5	9 A-I
Class 4	10 A-J
Class 3	11 A-K
Class 2	12 A-L
Class 1	13 A-M

The Chief of Police, in his absolute discretion, upon request from a police officer may modify the designated holidays to be paid for those officers who are scheduled to receive less than 13 holidays. An officer may work vacation at his regular rate. Observance of thirteen (13) holidays paid at the rate of one and one-half (1 ½) times regular pay when scheduled to work in addition to his regular pay. An officer may take a holiday off if sufficient manpower is available to cover his shift. Compensatory time may be credited in lieu of one and one-half (1 ½) times regular pay.

ARTICLE VII MAINTENANCE OF UNIFORMS

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Township's expense. In the event any clothing or leather accessories are beyond repair or become obsolete, they shall be turned in to the **TOWNSHIP**.

All cleaning and maintenance of uniforms are to be paid for by the **TOWNSHIP**, including shirts.

Shoes shall be supplied as needed, at the expense of the **TOWNSHIP**, with the approval of the Chief of Police. The **TOWNSHIP** shall provide and pay for all leather accessories required for the uniforms.

Uniforms shall be supplied as required to maintain a good appearance, and shall be paid for at the **TOWNSHIP**'s expense, but no more than seven hundred (\$700) dollars annually shall be allocated for uniform purchases by each officer. Requests for uniform purchases shall be approved by the Chief in accordance with directives to be issued by the Chief. For 2012 only, each officer shall be paid directly seven hundred (\$700) dollars to be used as the officer deems fit.

ARTICLE VIII
INSURANCE BENEFITS

- A. All full-time employees shall receive the following medical benefits:
- a. Any Medical and Prescription Drug Plans offered under the New Jersey State Health Benefits Program (SHBP)
 - b. Group Major Medical
 - c. Workers' Compensation
 - d. Accident and Health Benefits
 - e. Dental Coverage
 - f. Waiver of Health Benefits
- B. The Township shall provide health insurance and prescription benefits and reimbursement of Medicare Part B premiums for all eligible retired employees and their dependents, including surviving spouses, where the employee has retired in good standing, or on disability, from the Elk Township Police Department, under the Police and Firemen's Retirement System.
- C. Effective June 28, 2011, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. Those payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance

with the Township's regular payroll practices. Upon completion of the four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to collective negotiations between the parties. These contributions shall cease upon the officer's retirement, at which time all officers with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

D. The Township reserves the right to change any medical plan carrier, so long as the benefits provided are substantially similar to the benefits presently received by the employee.

E. If the Township decides to change the medical plan carrier, the PBA shall be given advance notice of said change.

F. The Township will pay \$3,500 per year to each member of the bargaining unit who elects to waive health, prescription, and dental benefits, if the unit member shows proof of alternate health coverage. Any unit member who elects this waiver shall be paid by the Township \$134.62 each pay period, less any applicable deductions, to be paid in accordance with the Township's regular payroll practices. If an eligible employee chooses to participate in this opt-out and then alternate health care coverage is terminated, upon proper verification of termination, the Township will restore the employee, his or her spouse, and/or dependents to coverage under its health, prescription and dental plans, effective the first day of the following month. This opt-out payment shall begin to be paid to any eligible employee no later than one month after the effective date of the election of this option.

G. Pursuant to P.L. 2011, Chapter 78, the Township shall establish a flexible

spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. § 125.

ARTICLE IX
SICK LEAVE

Up to 112 hours per year will be paid with a valid doctor's report. If sick more than one shift in succession, a police officer must have a doctor's report. Sick hours may be accumulated from year to year but at no time shall any employee have accumulated more than 290 hours in a year. Said accumulated days shall be reduced by reason of sick leave and used during the employee's tenure with the **TOWNSHIP**. Such sick days shall be used as a sick leave only. Any officer may sell back to the **TOWNSHIP** sick hours at the rate of eight (8) hours pay for sixteen (16) sick hours when he leaves the department or has accrued 240 hours. This sell back may be exercised yearly.

An injury which is compensable pursuant to the New Jersey Workers' Compensation Act arising from the employee's duties with the Township of Elk, and which require the employee to be absent from duty, shall not be charged to sick leave. The employee shall receive the difference between Workers' Compensation benefits and his regular pay during the first year of disability from such a compensable injury.

If a full-time police officer goes on disability insurance, other than worker's compensation disability, the employer will pay the difference between the insurance policy and the officer's regular pay for a period of three (3) months, said three (3) month period to commence at such time as the officer has utilized all sick leave and compensatory time.

At the expiration of the one-year period in regard to compensable injuries and at the expiration of the three (3) month period in regard to non-work related disability, the Township Committee shall cause an investigation to be made into the circumstances and may in its discretion continue payment under this Article for a further period of time. The decision as to whether to continue payment and the duration of such further payments are decisions that will be within the sole and absolute discretion of the Township Committee.

ARTICLE X
VACATIONS

0 to 1 year of service	60 hours
2 to 3 years of service	120 hours
4 to 5 years of service	180 hours
6 to 10 years of service	204 hours
11 to 15 years of service	252 hours
16 to 25 years of service	300 hours

Any police officer or officers may take their vacation as long as shift is covered with two (2) weeks notice, except in an emergency. Forty-two (42) hours of vacation may be taken in twelve (12) hour increments. Employees may save forty (40) hours of vacation until the following year but may not accumulate or accrue any additional vacation time beyond forty (40) hours.

Vacations will be scheduled according to seniority and forwarded to the Chief of Police for his/her approval.

ARTICLE XI
RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the

employer during the term of this Agreement at no less than the highest standards in effect.

The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XII
LEGAL EXPENSES

If an employee is charged with violation of the law as a result of acts committed by him while on duty, the Township shall reimburse the employee for services of the attorney by bilateral agreement with the Township Committee, which agreement shall be executed prior to the rendering of any services by the attorney. Payment is conditioned upon the employee being found not guilty. Employer shall also pay such other legal fees as provided by Statute.

ARTICLE XIII
DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the Policemen's Benevolent Association (PBA) or the Fraternal Order of Police (FOP) because of membership or activity in the PBA or FOP. The PBA and FOP or any of their agents, shall not intimidate or coerce employees into membership. Neither the employer nor the PBA or FOP shall discriminate against employees because of race, creed, color, age, sex or national origin.

ARTICLE XIV
FAMILY DEATH BENEFITS

Five (5) days for immediate family: mother, father, brother, sister, wife and children/step children. One (1) day for officer's grandparents, grandchildren and spouse's mother, father,

brother and sister. If the officer actually attends the funeral and travel time is required, three (3) days for officer's grandparents, grandchildren and for spouse's mother, father, brother and sister. One (1) day for anyone who resides in the same household as the police officer.

ARTICLE XV
ANNUAL PHYSICAL

The employee shall submit to a complete physical examination annually conducted by a physician of the employer's choice and paid for by the employer, unless covered by the employee's medical plan.

ARTICLE XVI
REIMBURSEMENT FOR EXPENSES

Officers will be paid for meals while on police business outside the **TOWNSHIP**, such as schooling, meetings, etc., at rates not to exceed eight dollars (\$8.00) in any one day, payable by turning in a voucher each month with proof of purchase. Officers shall be reimbursed at the applicable IRS reimbursement rate per mile for the use of their own vehicle, when the **TOWNSHIP** does not supply transportation, at the discretion of the Director.

ARTICLE XVII
SUPERVISOR'S PAY

In the event a sergeant or corporal is not on duty, senior patrolmen who are in direct charge of a subordinate officer will be compensated at an additional rate of fifty cents (\$0.50) per

hour, the time when they are serving in a supervisory capacity.

ARTICLE XVIII
NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, in a good faith effort to reach agreement on all matters concerning the terms and conditions of such employee of the Township of Elk included in Article I. Such negotiations shall begin no later than September 15 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees included in Article I, be reduced to writing, be signed and authorized by representatives of the Township of Elk and the authorized representatives of the Elk Township Police Department.

ARTICLE XIX
COURT TIME

In the event a full-time police officer is required to appear in Municipal Court or in the Superior Court of New Jersey at such time when he is off duty, he shall be paid at his regular base rate of pay for the year in question, times one and one-half (1 ½). In the event the officer shall be on duty when called to Municipal Court or Superior Court, Civil or Criminal, he must be excused from duty during the period required for the Court attendance. The Township will supply pagers to all full-time officers.

ARTICLE XX
MEALS

An officer may eat his meal at home or restaurant as he desires within the Township or within one (1) mile outside of the Township limits during his/her shift.

ARTICLE XXI
PERSONAL DAY

Each officer will earn personal time as follows:

0 to 5 years of service	24 hours per year
6 to 25 years of service	48 hours per year

Personal time may be taken at any time during the year but only after forty-eight hours advanced notice to the Chief of Police. In the event of an emergency, the Chief in his discretion may waive the forty-eight hour notice requirement.

ARTICLE XXII
REIMBURSEMENT

It is further agreed that any officers in the Elk Township Police Department that are members of the FOP shall pay to the PBA a sum established in the manner provided in N.J.S.A. 34:1 3A-5.5 as reimbursement to the PBA for service rendered in the bargaining process. It is further agreed that during this contract period that none of the officers will make a request to the Township Committee for payroll deductions for either their dues or for the payment provided herein.

ARTICLE XXIII
COLLEGE DEGREE COMPENSATION

	2011	2012
Associate's Degree	\$300	\$300
Bachelor's Degree	\$450	\$450
Master's Degree	\$700	\$700

All above noted college degrees shall be earned in law enforcement related field, which must be approved by the Township Committee. In 2011, the College reimbursement was waived.

ARTICLE XIV
SALARIES

Effective January 1, 2011, the salary schedule for Elk Township Police Officers shall be amended as follows:

Rank	2011	2012
Sgt. 10	\$73,799.81	\$73,799.81
Sgt. 5	\$72,769.19	\$72,769.19
Sgt.	\$70,707.94	\$70,707.94
Officer 10	\$69,906.67	\$69,906.67
Officer 1	\$68,931.14	\$68,931.14
Officer 2	\$63,637.71	\$63,637.71
Officer 3	\$60,411.34	\$60,411.34
Officer 4	\$57,438.33	\$57,438.33
Officer 5	\$52,316.77	\$52,316.77
Officer 6	\$47,195.21	\$47,195.21
Officer 7	\$42,425.88	\$42,425.88
Probationary	\$34,046.27	\$34,046.27

Probationary salary will be frozen for years 2011 and 2012. Any officer hired prior to December 31, 2006 will not be affected by the additional salary steps.

Salaries will be paid every two (2) weeks.

The salary schedule for all employees covered by this Agreement is set forth below.

1. Officers when hired, shall be compensated at the salary level reflecting "Probationary Officer," except with the Chief of Police's recommendation and the Township Committee's approval, an officer may be hired at a higher pay class.

2. After completing one year of full time service as a "Probationary Officer," the officer shall be eligible for advancement to "Officer, Seventh Class."
3. After completing one year of full time service as an "Officer, Seventh Class," the officer shall be eligible for advancement to "Officer, Sixth Class."
4. After completing one year of full time service as an "Officer, Sixth Class," the officer shall be eligible for advancement to "Officer, Fifth Class."
5. After completing one year of full time service as an "Officer, Fifth Class," the officer shall be eligible for advancement to "Officer, Fourth Class."
6. After completing one year of full time service as an "Officer, Fourth Class," the officer shall be eligible for advancement to "Officer, Third Class."
7. After completing one year of full time service as an "Officer, Third Class," the officer shall be eligible for advancement to "Officer, Second Class."
8. After completing one year of full time service as an "Officer, Second Class," the officer shall be eligible for advancement to "Officer, First Class."
9. Any officer who obtains the rank of "Corporal" or "Detective" shall be paid an additional \$1,000 annually over and above their current salary level.

All movements in rank will be by action of the Township Committee after review of the recommendation by the Chief of Police.

ARTICLE XXV
TERM OF CONTRACT

A. This contract shall cover the period nunc pro tunc from January 1, 2011 to midnight, December 31, 2012.

B. Negotiations for the execution of a new contract shall begin no later than September 15, 2012.

C. This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

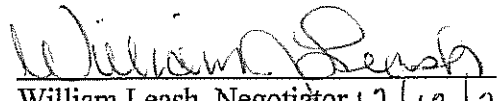
D. The contract shall continue to bind the parties during any period beyond December 31, 2012, until such time as a new contract is signed between the parties.

IN WITNESS WHEREOF, the parties have caused these presence to be duly executed the day and year first aforesaid.

FOR THE TOWNSHIP:


Philip Barbaro, Mayor

FOR THE PBA:


William Leash, Negotiator 12/12/2012
PBA Local #122


Edward Gonnelli, Negotiator 12/19/2012
Elk Township Police