



# TOWNSHIP OF SOUTH BRUNSWICK

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January 31, 2005

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RE: South Brunswick FOP Lodge 51 Memorandum of Agreement  
January 1, 2004 to December 31, 2007

Gentlemen:

Enclosed is a copy of a memorandum of agreement between the Township of South Brunswick and the FOP Lodge 51, effective January 1, 2004 through December 31, 2007.

If you have any questions, please feel free to contact me at ext. 7313.

Sincerely,

Barbara Nyitrai, RMC  
Township Clerk

enclosure  
c: file

/bn

## MEMORANDUM OF AGREEMENT

Agreement made this 31<sup>st</sup> day of January, 2005 by and between the Township of South Brunswick (herein the "Employer" or "Township") and the South Brunswick Superior Officers Association, FOP, Lodge 51 (herein the "Association" or "FOP").

WHEREAS, the Township and the Association are parties to a collective negotiations agreement for the period January 1, 2001 through December 31, 2003; and

WHEREAS, the Township and the Association have engaged in good faith negotiations to reach agreement on a successor contract; and

WHEREAS, the parties have reached agreement on all terms and conditions for a successor contract subject only to Township approval and Association ratification, which approval and ratification the negotiating committees for the parties unanimously agree to recommend.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified the terms and conditions of the 1/1/01 to 12/31/03 contract between the parties shall remain in full force and effect.
2. Term – The new contract shall be for a period of four years from 1/1/04 through 12/31/07.
3. Article VI, Hours of Work and Overtime, Modify Section A1, Other

Assignments, to provide:

Effective 1/1/05, schedule adjustment hours may not be accumulated but must be used by officers entitled to such hours during the year in which those hours are earned or

forfeited unless unable to use time due to working condition or job related injury.

Modify Section A3(c), Training/Education Days to provide:

c. Training may only be scheduled on a 3-day off cycle and the Township will make every reasonable effort to schedule training on the first or third day of the 3-day off cycle.

Modify Section A to add subsection 6 as follows:

6. Modified Duty which shall be granted at the discretion of the Township shall be one of the following schedules:

8:00 a.m. to 5:15 p.m.  
11:00 a.m. to 8:15 p.m.  
1.45 p.m. to 11:00 p.m.

Modify Section B, When Overtime Occurs, by adding new subsection 4 to provide:

The taking of compensatory or vacation time shall not preclude the working of overtime or quasi duty assignments provided it does not short the shift that the officer is currently working.

4. Article VII, Vacations – Add new Section B as follows and re-letter all other sections.

Effective starting in calendar year 2005, all vacations shall be chosen between January 1<sup>st</sup> and December 31<sup>st</sup> of each year according to seniority, regardless of rank. Vacations shall be selected and approved during the first 31 days of January. All vacation requested before January 31 shall be approved. Any vacation not selected by January 31 will be approved on a first come-first serve basis, regardless of seniority. Ties will be broken by seniority. After January 31<sup>st</sup> an officer cannot be denied vacation time unless it brings the shift below minimum staffing levels or there is an emergency.

The parties agree that this new method of vacation selection shall be on a trial basis during 2005 and 2006 and that the Township shall have the right to revert to the prior language and practice of vacation selection at the end of either 2005 or 2006.

5. Article VIII. Salaries and Shift Differential -

There shall be a general wage increase of 3.5% applied to the base rate of pay for Sergeants effective January 1 of each year of the 4-year agreement with resultant base rates as follows:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Corporal	80,088	82,891	85,792	88,795
Sergeant First Year		82,512	85,538	88,727
Sergeant	84,093	87,036	90,082	93,235
Sergeant First Class	86,093	89,036	92,082	95,235
Lieutenant	93,841	97,049	100,369	103,806
Captain	103,225	106,754	110,406	114,187

The \$2,000.00 differential between Sergeant and Sergeant 1<sup>st</sup> Class, and the 9% differential between Lieutenant and Sergeant 1<sup>st</sup> Class and the 10% differential between Captain and Lieutenant shall be maintained during the term of this Agreement. The Sergeant 1<sup>st</sup> Class contract language shall be modified to conform to the 8/15/03 sidebar agreement attached hereto as Exhibit A and made part hereof.

Effective January 1, 2005, police officers promoted to Sergeant shall be paid 50% of the difference between the base salary paid to a police officer first class plus the \$3000

bureau stipend and the base salary rate for Sergeant for a period of one-year from the date of promotion.

The salary adjustment factor of \$1,000.00 shall be improved as follows:

	<u>Improvement</u>	<u>Total Salary Adjustment</u>
1/1/04	\$1000	\$2000
1/1/05	\$500	\$2500
1/1/06		\$2500
1/1/07		\$2500

This salary adjustment will continue to be added to base salary on a non-cumulative basis but will not be compounded by general wage increases in accordance with the present contract and practice.

Article VIII, Sections C and D – to be deleted and replaced with the following language:

Superior officers covered by this Agreement who start their shifts between 11:00 a.m. and 11:00 p.m. shall be entitled to the appropriate shift differential, including Superior Officers who are not assigned to Patrol. Shift differential will only be paid for hours actually worked on a shift where differential is paid. The appropriate shift differentials are set forth on the Shift Differential chart attached hereto as Exhibit B.

Article VIII, Section I, shall be modified to provide that Sergeant must work at least one shift for that month to get compensatory hours.

Article VIII, Add new Section J – Acting Assignments:

Effective January 1, 2005 acting assignments may be made by the Chief or his designee where appropriate for the efficient operation of the department consistent with the following provisions:

1. A Sergeant may serve in an acting capacity for a Lieutenant and a Lieutenant may serve in an acting capacity for a Captain.

2. An officer must work 80 consecutive hours in performance of the duties and responsibilities of the higher titled position to receive acting pay, and if this eligibility requirement is met, then acting pay will be made retroactive to the first hour of work in the higher title. Acting pay consists of the base rate of pay for the higher title exclusive of longevity converted to a daily rate using 261 as the divisor.

6. Article XI, Insurance – Rewrite Section C as follows:

Section C includes retiree medical and prescription and dental as set forth in first two sentences of current contract.

Section D - If an employee retires on or after January 1, 2004, and receives retiree benefits under the provisions of this Article and dies while receiving such benefits, the spouse and eligible dependents shall continue to receive such benefits until the spouse becomes eligible for Medicare, remarries or obtains insurance from another source, or the eligible dependents are deemed emancipated and no longer covered under the terms of the insurance policy. This benefit shall only be available for the spouse and eligible dependents of the retiree at the time of retirement. If the retiree remarries after retirement, the Township shall have no obligation to provide these benefits to that spouse or those dependents

Section E - Current 3<sup>rd</sup> sentence of "C" covering employee who dies off the job.

Section F – Current 4<sup>th</sup> sentence of "C" covering employee who dies on the job.

Section G – Current 5<sup>th</sup> sentence of "C" covering supplemental Medicare.

Section H – Current "D."

7. Article XVIII, Outside Employment and Activities – Modify Section A by adding:

No officer will be permitted to work at secondary outside employment during any hours for which sick time is claimed or within five (5) hours thereof unless the Township Manager specifically approves it. This provision shall not include quasi-duty which is under the control of the Township.

8. Article XX, Personnel Files – Replace existing language with language from PBA contract attached hereto and made part hereof.

9. Article XXI, Sick Leave, shall be modified by adding:

Section 4. Sick time shall not be considered to extend beyond the Officer's shift. An officer shall be permitted to use only those hours necessary for sick time absence. The officer shall not be denied overtime or quasi-duty on the day the sick time was used if the officer is fit for that overtime or quasi-duty assignment and the overtime or quasi-duty is not during the tour of duty for which sick time is taken.

10. Article XXIV, Education and Training – Section G, shall be modified to provide that a Ph.D. or a JD shall also receive degree compensation in the amount of \$1,500.00.

11. Article XXV, Terminal Leave – Section B, shall be modified to change 45 days to 382.5 hours.

12. Article XXVII, Collective Negotiations/FOP Business – Section D, shall be modified to provide:

The FOP President and designee.

13. Side letter to confirm that Officers who have attained the rank of Sergeant 1<sup>st</sup> Class will be authorized to wear an approved patch on uniform sleeve designating same, the cost of which will be borne by the officer or the Union.

IN WITNESS WHEREOF, the parties have set their hands and seals this

31 day of January, 2005.

For the Township of South Brunswick:

For FOP Lodge 51:

Barbara Kytren

VP Royal Kytren #107

Barbara Kytren  
140234



*Copy for Eob Daniels*

**PROPOSED SIDE BAR AGREEMENT REGARDING SERGEANT FIRST CLASS CONTRACT LANGUAGE**

A. The double asterisk language of paragraph B of the present Salary and Shift Differential contract provision shall no longer be complied with in consideration of the agreements referred to below in paragraphs B and C.

B. All Sergeants promoted to the rank of Sergeant prior to January 1, 2001 will be reclassified as Sergeants First Class retroactive to the beginning of the contract period, i.e. retroactive to January 1, 2001, and shall receive a \$2,000 stipend, effective January 1, 2002, in consideration of this promotional title.

C. All Sergeants promoted to the rank of Sergeant subsequent to January 1, 2001 shall be reclassified as Sergeants First Class (with the receipt of the stipend in effect at that time) after employment in the position of Sergeant for a period of seven (7) years.

*Barbara Jackson 8-15-03*  
*FOR TOWNSHIP OF SOUTH BRUNSWICK*  
*Langford 8-15-03*  
*for the FOP*

*Exhibit 17*

**Patrol**

Shift	Time Start	Time End	Differential Paid
1	10 pm	8:30 am	5%
2	6:30 am	5:00 pm	0
3	2 pm	12:30 am	3%

**Traffic**

Shift	Time Start	Time End	Differential Paid
1	None	None	0
2	8 am	3:15 pm	0
3	11 am	8:15 pm	3%

**Investigations**

Shift	Time Start	Time End	Differential Paid
1	None	None	0
2	8 am	5:15 pm	0
3	1:45 pm	11 pm	3%

**Command (LT & Captains)**

Shift	Time Start	Time End	Differential Paid
3	3 pm	11 pm	3%
5	11 am	7:15 pm	3% (but starts at 2 pm like the patrol shift)
6	12 pm	8:15 pm	3% (but starts at 2 pm like the patrol shift)
7	7 pm	3 am	3% 7 pm – 11 pm; 5% 11 pm – 3 am

*Exhibit B*

*ABA*~~ARTICLE XXIX~~PERSONNEL FILES

1. A personnel file shall be established and maintained for each Officer covered by this Agreement. Such files are confidential records and shall be maintained in the Township Manager's Office, with a copy of pertinent records to also be kept in the Office of the Chief of Police and may be used for evaluation purposes by the Police Chief.

2. Upon advance notice and at reasonable times, any member of the <sup>FOP</sup> PBA may at any time review his personnel file. However, this appointment for review must be made through the Township Manager or designee for files in the Township Manager's Office, or through the Chief of Police or designee for any files in the Chief of Police's Office.

3. Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the Officer is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Officer shall be furnished with all details of the complaint, including the identity of the complainant.

4. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the <sup>FOP</sup> PBA shall subject that

*Exhibit C*

member to appropriate disciplinary action.

5. Each Officer shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.