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CONTRACTUAL
AGREEMENT

Medford Township

TOWNSHIP OF MEDFORD

AND

MEDFORD TOWNSHIP SUPERIOR
OFFICER ASSOCIATION

(1987-1989)

X Jan. 1, 1987 - Dec. 31, 1987

THIS AGREEMENT, made this _____ day of _____, 198____,
between:

TOWNSHIP OF MEDFORD, a municipality in the County
of Burlington and the State of New Jersey, herein
after referred to as the "Township",

and:

MEDFORD TOWNSHIP SUPERIOR OFFICERS ASSOCIATION,
herein after referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purposes of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed superior officers, including Sergeants and Detective Sergeants (hereinafter sometimes collectively referred to as "the association or employees") of the Police Division of the Township of Medford, Burlington County.

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Township, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION:

A. The Township hereby recognizes the "Medford Township Superior Officers Association" (hereinafter MTSOA) as the exclusive bargaining agent for all sworn police personnel at the rank of sergeant who are full-time, paid employees within the Police Division.

B. Any employee who regularly works on an average of forty (40) hours or more a week is a full-time employee.

C. The Township shall provide for union dues deductions, pursuant to N.J.S.A. 17:27, for members governed by this agreement, in the amount or as specified by the union. Said deductions shall be forwarded, not less often than semi-annually, to the M.T.S.O.A. prior to the 15th day of the month following each calendar month.

ARTICLE II

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 the United States, including but not limiting the generality of the foregoing, the following rights:

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary actions for the good and just cause according to Municipal Ordinances, Statutes 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 in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

HOURS AND OVERTIME:

A. The normal working period shall consist of an average of one hundred sixty (160) hours per work period, consistent with the Federal "Fair Labor Standard Act" (hereinafter referred to as "FLSA"). A work period is equal to twenty eight (28) calendar days.

B. An employee who is required to work longer than the number of hours in the assigned craft schedule or on a schedule day off shall be entitled to overtime pay at the rate of one and one-half (1.5) times the hourly base pay. Overtime shall be paid at the same time as regular pay for the appropriate pay period. Overtime is to be ascertained by the Chief of Police or his designee.

Any employee covered by this agreement, may, with prior approval, at the discretion of the Chief of Police, receive compensatory time in lieu of overtime. Compensatory time shall be earned as set down by the Chief of Police, consistent with "FLSA".

Compensatory time may only be used at the discretion of the Chief of Police and only then when such use of compensatory time does not require said employee to be replaced with additional manpower at an overtime rate.

C. The rate of pay for all court appearances shall be at the overtime rate of time and one-half actual time spent in court. In the event of call back, an employee will be paid a minimum of one hour at overtime rate.

D. In the event any member of the MISOA is authorized, by the Chief of Police or his designee, to use his personal vehicle for Township business, he shall be reimbursed at the rate of eighteen (18) cents per mile, upon submitting vouchers and other appropriate records to the Chief of Police.

E. Uniformed Patrol Sergeants, will be assigned a shift. The schedule for this assignment shall consist of a minimum of ninety (90) days, and shall be posted not less than fifteen (15) days before the beginning of the new period. At least one month before the end of that period any employee who desires to change shifts shall notify the Chief of Police. The Chief shall make every effort to accommodate the request.

In the case of an non-emergent event, the Township shall have the right, on forty-eight (48) hours notice, to temporarily re-assign an employee until the end of the unexpected event.

The Township shall have the right to re-assign employees in the event of an emergency.

ARTICLE IV

VACATIONS:

A. Annual vacation leave with pay shall be earned at the rate as follows:

STEP#1. From the beginning of the first (1st) year through the tenth (10th) year of service, twelve (12) working days per year earned at the rate of 1 day per month, per annum.

STEP#2. From the beginning of the eleventh (11th) year through the tenth (10th) year of service, thirteen (13) working days per year earned at the rate of 1.4 days per month, per annum.

STEP#3. From the beginning of the eleventh (11) year through the nineteenth (19) year of service, twenty (20) working days per year; earned at the rate of 1.66 days per month, per annum.

STEP#4. From the beginning of the twentieth (20) year through retirement, one (1) working day, added to twenty (20) days, each additional year thereafter, with a maximum of twenty-five (25) working days; earned at the rate of the total number of days per annum, respectively, divided by twelve (12) months.

B. As near as practical, all vacations shall be scheduled and taken during the current calendar year. Should it be determined by the Chief of Police not to be in the best interest of the division for a member to take all vacation time during the current year, then in such event said member shall be paid at his regular straight time rate for such unused vacation time, or same shall accumulate as hereinafter set forth.

Should a member decide not to take all allotted vacation days during the calendar year, then the employee may accumulate all unused vacation days, provided however, that all accumulated vacation must be scheduled and taken by December 31 of the following calendar year or the right to said vacation so accumulated shall terminate.

C. In the event that the employment of any member is terminated either voluntarily or involuntarily, the vacation time for the calendar year in which said termination occurs shall be pro-rated on a ratio based on the number of months employed against the total number of vacation days to which the member would be entitled for that calendar year. The member shall be paid for the number of any unused vacation days accrued as of the month of termination based on the aforesaid ratio. If the member has already taken vacation days in excess of the number of days accrued as of the month of termination, and if the termination is involuntary, no adjustment shall be made. If the termination is voluntary, the member shall reimburse the township, at the member's straight time rate for the number of vacation days taken in excess of the number of days accrued as of the month of termination. The member shall receive credit for a full month of employment, or partial month of employment, under the paragraph.

ARTICLE V

HOLIDAYS AND PERSONAL DAYS;

A. The members of the MTSOA shall be entitled to a total of twelve (12) holidays, as set forth below, and three (3) personal days during each calendar year. Personal days shall be taken singularly, unless by prior approval of the Chief of Police or his designee. Personal days are to be given freely on short notice, and are considered preferential to vacation days. Personal days requested and taken shall be paid at straight time.

B. All members shall receive eight (8) hours pay whether or not the holiday is worked, hereinafter referred to as "holiday pay".

Members scheduled to work on the following twelve (12) holidays shall receive straight time in addition to their holiday pay:

- | | |
|----------------------|-------------------------|
| *1. New Years Day | 7. Labor Day |
| 2. President's Day | 8. Veteran's Day |
| 3. Good Friday | *9. Thanksgiving Day |
| *4. Easter | 10. Thanksgiving Friday |
| *5. Memorial Day | *11. Christmas Eve Day |
| *6. Independence Day | *12. Christmas Day |

All pay herein is exclusive and in lieu of any overtime pay to which the member might otherwise be entitled.

Holiday pay shall be paid semi-annually on or before June 1st and December 1st of each year, separate and apart from the normal payroll check.

C. In the event that an employee is required to work any of the specified (*) seven (7) holidays, in an over time capacity, the rate of pay shall be at double time of the base pay hourly rate, instead of the time and one half rate.

ARTICLE VI

LEAVE OF ABSENCE:

A. Leave of absence without pay: The Township Manager or designee shall grant a request for a leave of absence without pay for a period not to exceed ninety (90) days unless the leave is for good cause. Upon termination of leave of absence, the Township shall restate the employee in the capacity and at the rate of pay as when he left. During the leave of absence, the employee shall not engage in gainful employment. Benefits including Blue Cross and Blue Shield shall cease during such period of leave of absence but the employee may be entitled to reimburse the Township to provide for continued coverage of an approved health plan.

B. Injury in the Line of Duty: Employees injured in the line of duty shall not be charged sick leave. The Township shall pay the employee his regular pay until such time as a licensed physician shall certify the employee fit for duty. In the event that the employee receives Workers Compensation or other disability benefits, the Township's liability pursuant to this section shall be to pay the difference between such benefits and the regular rate of pay for such employee. Alternately, the Township may, at its election, continue to pay such employee full salary and the employee shall pay or cause to be paid to the Township such payments, as may be made to him or to the Township in his name, received under Workers Compensation.

C. Death Leave: A regular full-time employee, who is excused from work because of death in his immediate family, as defined herein, shall be paid his regular rate of pay for scheduled working hours missed during the first three (3) days following the death. Time off with pay as provided in this section shall be used for the purpose of handling necessary arrangements and attendance to the funeral of the deceased member of the immediate family. For the purpose of this article, immediate family is defined as a member's spouse, parents, children, brother, sister, ward, grandparent, or relatives living in the employee's home. One (1) day death leave with pay shall be paid for father-in-law, mother-in-law, sister-in-law, or brother-in-law death. Any additional necessary leave is to be approved by the Chief of Police and shall be granted for good cause.

ARTICLE VII

HEALTH AND WELFARE:

A. MEDICAL

1. The Township shall provide to each and every member of the M.T.S.O.A. and his immediate family with medical insurance consisting of Blue Cross and Blue Shield to include all Rider-J and Blue Shield "14/20 Series" Benefits, or other comparable coverage as may be required by state statute, which may be at the employees option (i.e., HMO, HCP, Cigna, etc.) which may require an employee contribution for costs in excess of Blue Cross and Blue Shield and Rider J.

B. PRESCRIPTIONS

1. The following listed contributions shall be made to the M.T.S.O.A. toward the establishment of a prescription plan to be administered by the M.T.S.O.A. for its members:

a. Effective January 1, 1987, the Township shall contribute a one-time, lump-sum payment of ten thousand four hundred and no/100ths (\$10,400.00) for the initial establishment of the plan.

(b) Effective January 1, 1987, the Township shall contribute to the M.T.S.O.A. a sum equal to ten (\$10.00) dollars per month for each full time employee member of said association.

(c) No later than February 28, 1988, and yearly thereafter, the association shall furnish the Township a full and complete report of the Prescription plan established herein.

C. DENTAL

1. Effective January 1, 1987, the Township shall provide a dental plan for each full-time paid member of the M.F.S.O.A. and their dependents. The dental plan shall, at minimum be the same, or equivalent, as the dental plan in effect for the Township Employees as of November 1, 1986.

ARTICLE VIII

CLOTHING AND MAINTENANCE ALLOWANCE:

A. The Township shall budget a maximum of four hundred (\$400.00) dollars per year, per uniformed member for uniform replacement only. Replacement shall be based on such inventory policy which shall be established in the Police Division in the calendar year 1987, and subject to the approval of the Chief of Police or his designee.

B. Uniform cleaning shall be provided by the Township at such commercial establishment as the Township shall designate.

C. A clothing allowance of one hundred (\$100.00) dollars per quarter shall be provided for each officer assigned to a non-uniformed position.

ARTICLE IX

SALARIES/WAGES:

A. The following salary shall be effective on January 1, 1987 and shall continue in effect until December 31, 1987 for Sergeants, respectively:

YEAR	SALARY
1	\$31,000.00
2	\$32,000.00
3	\$33,000.00

B. The following salary shall be effective on January 1, 1988 and shall continue in effect until December 31, 1988 for Sergeants, respectively:

YEAR	SALARY
1	\$33,515.00
2	\$34,751.00
3	\$36,051.00

C. The following Supplemental compensation shall be effective from January 1, 1987 to December 31, 1987 and shall be paid to those officers serving in the following capacities as designated by the Chief of Police:

INVESTIGATIVE OFFICERS	\$175.00 PER QUARTER YEAR
ADMINISTRATIVE OFFICERS	\$210.00 PER QUARTER YEAR
WATCH COMMANDERS	\$210.00 PER QUARTER YEAR

D. The following Supplemental compensation shall be effective from January 1, 1988 to December 31, 1988 and shall be paid to those officers serving in the following capacities as designated by the Chief of Police:

INVESTIGATIVE OFFICERS	\$190.00 PER QUARTER YEAR
ADMINISTRATIVE OFFICERS	\$225.00 PER QUARTER YEAR
WATCH COMMANDERS	\$225.00 PER QUARTER YEAR

ARTICLE X

SHIFT DIFFERENTIAL

A. The following shift differential schedule shall be effective on January 1, 1987, and shall continue in effect until December 31, 1988. Shift differential is in addition to base pay for officers working "Mid" watch (4pm-12am) and "Night" watch (12am-8am).

MID-WATCH (4PM - 12 Midnight)	NIGHT-WATCH (Midnight- 8AM)
\$.35 per hour	\$.65 per hour

B. Shift differential pay shall be paid quarterly. In the event that an employee is assigned to a split-shift, the rate of pay for shift differential shall be on a pro-rated basis as derived from the above schedules.

ARTICLE XI

LONGEVITY:

A. The Township shall pay semi-annual payments on or before June 1st and December 1st of each calendar year separate and apart from the normal payroll check. Longevity pay shall be based upon the following schedule for total cumulative years of consecutive service as of June 30th:

	YEAR	AMOUNT
Beginning of:	10th-14th	\$750.00 per year
	15th-19th	\$1000.00 per year
	20th-retirement	\$1500.00 per year

ARTICLE XII

NEGOTIATING REPRESENTATIVE:

A. The Township shall allow a maximum of two (2) members, time off with pay, for negotiations with the Township when negotiations sessions are scheduled, when a representative(s) is scheduled for shift duty.

ARTICLE XIII

ON CALL TIME :

A. All persons governed by this agreement, required to stand call, shall be credited for four (4) hours compensatory time off for each twenty-four (24) hour call time.

B. Compensatory time earned, for members assigned to the Detective Bureau of the Police Division, shall be limited to weekends only, for which the member shall receive eight (8) hours compensatory time. A weekend is defined as those hours between 5:00pm Friday to 9:00am Monday. In lieu of earning compensatory time, an investigative officer required to stand duty call during weekdays when required to respond for an investigation, shall receive overtime pay, according to the following set schedule:

1-4 hrs (or any part thereof) = 4 HOURS OVERTIME

4-8 hrs (or any part thereof) = 8 HOURS OVERTIME

C. Members of this association assigned to the Detective Bureau of the Police Division shall be entitled to the following holidays off:

- | | |
|----------------------|-------------------------|
| *1. New Years Day | 7. Labor Day |
| 2. President's Day | 8. Veteran's Day |
| 3. Good Friday | *9. Thanksgiving Day |
| *4. Easter | 10. Thanksgiving Friday |
| *5. Memorial Day | *11. Christmas Eve Day |
| *6. Independence Day | *12. Christmas Day |

ARTICLE XIV

SICK LEAVE:

A. Members of the M.T.S.U.A. shall be entitled to sick leave totaling fifteen (15) days per year, and members shall receive fifteen (15) days as of January 1 of every year.

B. Any unused sick time will accumulate. Sick leave may be used for approved purposes only, and only when notification is made to the proper authority in sufficient time to secure a replacement for duty. A certification from the employee's doctor may be required as sufficient proof of the need for sick leave. At termination of employment, there shall be no monetary reimbursement for cumulative sick leave nor shall any unused sick leave be credited to the employee in any manner.

ARTICLE XV

GRIEVANCE PROCEDURE:

A. Statement of Purpose:

1. Grievance Procedure: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problems arising from the terms and conditions of this contract.

2. Informal Resolution: Nothing herein shall limit or infringe the right of an employee to freely and informally discuss any problem or question with a superior, in lieu of the formal grievance process.

B. Exclusive Remedy:

1. The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties.

C. Definitions:

1. Grievance: Any dispute between the Township and Association members concerning either the application or interpretation of this agreement.

2. Grievance Committee: For the purpose of this agreement, "grievance committee" shall mean the group of members of the Association duly appointed by the Association to resolve members' grievances.

3. Superior Officer: For the purposes of this Agreement, "Superior Officer" shall mean the Chief of Police, his designee, or, in their absence, the senior lieutenant available.

D. Initiation of Grievances:

1. Written Complaints: All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.

2. Service: All grievances shall be promptly delivered to the superior officer and a grievance committee member within ten (10) business days of the occurrence from which the grievance arose.

3. Representation: Any aggrieved party may either present his own case, designate an Association member to present his case, or employ legal counsel for his representation. Should the member choose to employ legal counsel, he shall do so at his own or the Association's expense.

4. Waiver: Failure to serve a written complaint citing a grievance within ten (10) business days of its occurrence or its becoming known shall constitute a waiver of any and all rights to pursue said grievance.

5. Extension of Time: Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Chief of Police or his designee and the aggrieved party.

6. Attendance: Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.

7. Disciplinary Action: No disciplinary action shall be commenced without just cause.

E. Determination by the Chief of Police:

1. Referral to the Chief of Police: All grievance complaints must be served upon the Chief of Police, his designee or in their absence, the Lieutenant.

2. Decision by the Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decisions and the basis for said decision within five (5) business days of receipt of the complaint to both the Association and the complainant.

F. Determination by the Township Manager:

1. Appeal to the Township Manager: In the event the aggrieved party is unsatisfied with the Chief of Police's determination, the complainant or the Association may serve a copy of the original complaint upon the Township Manager within ten (10) business days of the issuance by the Chief of Police.

2. Decision by the Township Manager: The Township Manager shall render a written copy of his decision to both the Association and the complainant within ten (10) business days of receipt of the complaint.

G. Determination by Arbitration:

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the Association may request an arbitrator through the Public Employee's Relation Commission.

2. Choice of Arbitrator: The choice of arbitrators shall be determined as set down by the rules of the Public Employee's Relation Commission.

3. Cost of Arbitration:

(a) In the event the aggrieved party is a member of the Association, the cost of the arbitration shall be shared between the Township and the Association.

(b) In the event the aggrieved party is not an Association member, then the Association shall bear no responsibility for arbitration costs and the grievant shall pay half the costs.

(c) Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

(d) In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit, or sufficiency so as to be deemed frivolous, the arbitrator may, in his sole discretion assess reasonable counsel fees to costs upon said party.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XVI

TERM AND RENEWAL:

This agreement shall be in full force and effect as of January 1, 1987, and shall remain in effect for three (3) years until December 31, 1989, and from year to year thereafter, unless either party gives sixty (60) days notice of cancellation of this entire agreement after the initial three (3) year period. This agreement may only be modified by a written agreement agreed to and executed by both parties. This agreement shall be re-opened solely for negotiations on salary, shift differential, and supplemental pay for the calendar year of 1989. Negotiations on the re-opened shall commence by October 1st, 1988.

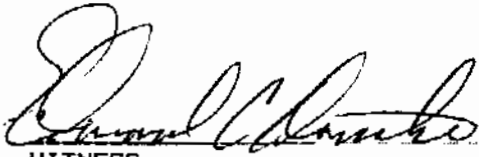
ARTICLE XVII

FULLY BARGAINED PROVISION:

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Medford Township, New Jersey

MEDFORD TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION


WITNESS

BY: 
PRESIDENT

TOWNSHIP OF MEDFORD

ATTEST:

BY: _____