

COLLECTIVE BARGAINING AGREEMENT

COVERING CALENDAR YEARS

2019, 2020, 2021 AND 2022

BETWEEN

JACKSON TOWNSHIP PBA LOCAL 168

AND

TOWNSHIP OF JACKSON

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ARTICLE 1 - PREAMBLE

This AGREEMENT made on this _____ day of _____, 2019, 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 2 - 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 2, 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 Sergeants, Lieutenants, Captains and Director of Public Safety and/or Chief of Police.

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 3 - 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 Mayor 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 Mayor of the Township, or its 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 4 - 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, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information liability for military service, or mental or physical disability, including AIDS and HIV related illnesses 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 5 - SICK LEAVE

SECTION 1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. All employees shall be permitted to use up to five (5) days of family 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 or other person for whom the employee is the primary caretaker.

SECTION 2. All employees who shall be absent on sick leave for three (3) 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 three (3) 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 and/or Chief of Police 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 (i.e. retirement, disability, etc.) 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 1st 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 percent 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 on personal sick leave with an injury or illness for less than twelve (12) days shall be bound and restricted to remain in his/her residence during his/her regular shift unless otherwise authorized by the on-duty Watch Commander for sick related activities (i.e. doctor appointment) during the duration of each of his/her scheduled tour of duty.

SECTION 11. If an officer is out on sick leave for six (6) consecutive months, effective the first day of the seventh consecutive month, he/she will not accrue any additional vacation or personal time until his/her return to duty. Since officers are credited with their leave time as of January 1st of each calendar year, said leave shall be deducted from the officer's leave was bank based on where he/she is on the vacation allotment scale. If the employee has exhausted all said leave, which was provided for that particular calendar year, the Township shall not be permitted to deduct any time from the previous year nor from the officer's time which shall be allotted to him/her in the future.

ARTICLE 6 - 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 lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive; 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 7 - HOURS

SECTION 1. All schedules are based on a two thousand and forty (2,040) hour yearly work cycle.

The work day of all regular, full-time Police Officers of the Jackson Police Department below the rank of Sergeant that are assigned to Units other than the Patrol Division shall be ten (10) consecutive hours. The tour of duty shall consist of four (4) days on and three (3) days off. These rotations shall be repeated henceforth.

The work day of all regular, full-time Police Officers of the Jackson Police Department below the rank of Sergeant that are assigned to the Patrol Division shall consist of not more than eleven (11) consecutive hours. The tour of duty for officers assigned to the Day and Evening Shifts shall consist of seven (7) days of a fourteen (14) day rotation of the "Pitman" schedule. This shall be implemented as follows: two (2) consecutive work days, followed by two (2) consecutive days off, followed by three (3) consecutive work days, followed by two (2) consecutive days off, followed by two (2) consecutive work days, followed by three (3) consecutive days off. This rotation shall be repeated hence forth. This fourteen (14) day rotation shall be implemented in a manner in which the three (3) consecutive days off shall always include every other Friday, Saturday and Sunday in its entirety.

The tour of duty for officers assigned to the Midnight Shift shall consist of three (3) consecutive work days followed by three (3) consecutive days off. This rotation shall be repeated hence forth.

The hours worked by the affected personnel shall be assigned in accordance with Article 8.

(Shift Bidding) limited to one of three shift assignments listed within this section:

- a. Day Shift: 0700 – 1800 hours;
- b. Evening Shift: 1300 – 2400 hours; and
- c. Midnight Shift: 2030 – 0730 hours

This shall only be interpreted to mean that this shall be the time patrol personnel are to report for

duty. All police matters to include, but not be limited to, "Briefing" or "Roll Call", as well as sufficient time to unload his/her patrol vehicle, complete and turn in any paperwork and change out of his/her uniform prior to the conclusion of the shift, shall be conducted within the delineated working hours.

Tour of duty shift hours may be adjusted by mutual consent between the Township and the Union. Thirty (30) calendar days' notice shall be given to any and all affected personnel prior to the agreed upon adjustment.

SECTION 2. For all officers assigned to Units outside the Patrol Division, the workday shall consist of not more than ten (10) consecutive hours; for all officers assigned to the Patrol Division, the work day shall consist of not more than eleven (11) consecutive hours, except as agreed to in Article 8.

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 eighteen (18) consecutive hours. Any member required to work extra duty shall be entitled to time and one half compensation (1 ½) of the officer's regular rate of compensation, as per Article 9.

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 Police Officers assigned to any Unit outside of the Patrol Division shall be entitled to four (4) unscheduled Regular Days Off (RDO) per year. These unscheduled RDOs 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. In this instance, officers shall be compensated at their overtime rate of compensation as detailed in Article 9.

All officers assigned to the Patrol Division's Day and Evening Shift shall report for training duty only on any of their days off for four (4) instances of departmental training per calendar year, consisting of not more than eight (8) consecutive hours per training session. Advanced notice of thirty (30) calendar days shall be provided to the employee in writing prior to any such instance of training. Any departmental training days not utilized during the calendar year shall not be carried over to the next year.

This section shall not be used as a subterfuge to avoid overtime.

SECTION 6. For all officers assigned to the Patrol Division, the aforementioned work schedule shall remain in effect unless either party desires to revert back to the prior work schedule of the 2007-2010 PBA 168 collective bargaining agreement and communicates this in writing to the affected party prior to August 23, 2011. If notice is not served upon either party prior to that time, the work schedule described herein shall become permanent.

SECTION 7. 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. This section shall not be used as a subterfuge to avoid overtime.

SECTION 8. For all officers assigned to the Patrol Division, a meal and hygiene break, "chow break", shall be provided for an accumulated duration of one (1) hour and fifteen (15) minutes during each shift. This break need not be, but may be, consecutive and shall be taken at the officer's discretion as authorized by the appropriate police authority.

SECTION 9. If an officer is on a training day on his/her regular day off, he/she shall be given a Training RDO. This day off shall be treated as any other paid leave day and shall be based on seniority and shall be approved within the thirty (30) day window practice and custom applicable to vacation and personal leave. These Training RDO's shall not accumulate from one year to the next.

ARTICLE 8 - 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 first 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 15th 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 and/or Chief of Police, 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 a minimum of three (3) tour of duty advance 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 and/or Chief of Police 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.

SECTION 6. A "tour of duty" for officers assigned to the Patrol Division's Day and Evening Shifts shall be defined as seven (7) days of the fourteen (14) day "Pitman" rotation.

A "tour of duty" for officers assigned to the Patrol Division's Midnight Shift shall be defined as three (3) consecutive work days and three (3) consecutive days off.

A "tour of duty" for officers assigned to Units other than the Patrol Division shall be defined as four (4) consecutive work days and three (3) days off.

ARTICLE 9 - OVERTIME

SECTION 1. For all officers assigned Units outside of the Patrol Division, all overtime consisting of time and one-half (1 ½) his/her regular rate of compensation shall be paid for hours worked in excess of the regularly scheduled shift consisting of ten (10) consecutive hours, except as hereinafter set forth.

For all officers assigned to the Patrol Division, all overtime consisting of time and one half (1 1/2) his/her regular rate of compensation shall be paid for hours worked in excess of the regularly scheduled shift consisting of eleven (11) 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 and/or Chief of Police or his designee.

SECTION 3. 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 ten (10) hours for officers assigned to Units outside of the Patrol Division, and in excess of the workday of eleven (11) hours for officers assigned to the Patrol Division, except as otherwise provided.

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

- A. If no Superior Officer is available to oversee any shift of the Patrol Division, the Senior Officer of the shift shall replace the Superior Officer at the scheduled Superior Officer's base rate of pay for the duration of the shift. If no Superior Officer is available to oversee any shift of any Unit or Division outside the Patrol Division, the Senior Officer of the shift shall replace the Superior Officer at the scheduled Superior Officer's base rate of pay for the duration of the shift.
- B. Employees assigned to the Detective Division shall be paid at time and one-half (1½) his/her regular rate of compensation 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 time and one-half (1 ½) when "called in for duty". Employees shall receive regular overtime rate compensation for any actual time worked past the two hours except as listed herein. 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 two (2) hours at his/her overtime 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, at the discretion of the officer, with either one and one-half (1.5) hours of compensatory time or overtime pay 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.l.s, Accident, Overtime, etc., when off duty, said employee shall be compensated in accordance with Article 9, 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 and/or Chief of Police 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 7, 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 his/her overtime rate of pay for all such time.

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 1st of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

SECTION 15. It is recognized that overtime compensation is paid to officers in order to maintain minimum staffing levels. This practice will not remain the case only during the overlapping portions of the "Pitman" rotation's three (3) shifts. *Only* two (2) instances of sick time callouts shall be permitted during this period. Any additional instances of sick leave shall result in overtime payment to maintain staffing levels. This buffer for sick time related overtime may not be utilized by officers to pre-schedule any type of leave. Example: if the minimum staffing level for the Day Shift is five (5) officers and the minimum staffing level for the Evening Shift is five (5) officers and two (2) sick time instances are permitted, that leaves the minimum staffing level during the overlap at eight (8) officers. The minimum staffing levels in this example are only for demonstration purposes and may not reflect actual staffing levels. The two (2) buffer positions shall only be utilized for other types of leave if minimum staffing levels are achieved on both of the overlapping shifts and the minimum staffing of officers is present and accounted for during briefing/roll call of the oncoming shift, and granting such leave is not believed to create overtime.

ARTICLE 10 - VACATIONS

SECTION 1. All Police Officers 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

255 hours annually

Vacation leave is to be credited automatically to each member on January 1st of each year. Vacation leave credited on January 1st is to be prorated in the event the 1st, 5th, 10th or 15th 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 and/or Chief of Police 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 and/or Chief of Police 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 year's 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 and/or Chief of Police or his designee.

SECTION 15. It is agreed 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 one (1) hour, two (2) hours, or any amount of vacation time, earned vacation time, sick leave, or comp time, during an eleven (11) hour period of work, provided said leave will not knowingly generate overtime. However, Section 10 of Article 9 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 1st 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.

SECTION 18. Employers shall choose five (5) consecutive vacation days (i.e., one (1) week's vacation) once the shift bids are completed and announced. The officers shall pick said vacation leave in order of seniority on their respective shifts and same shall be approved no later than January 1st of each calendar year. If an officer is subsequently assigned during the year to another shift, his/her vacation selections shall not be affected.

ARTICLE 11 - PERSONAL DAYS

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

taken as whole days.

ARTICLE 12 - 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, of the employee or spouse.

SECTION 3. In the event of death of an aunt or uncle of the employee or employee's spouse, the employee shall be granted bereavement leave of three (3) consecutive working days off.

SECTION 4. Two (2) additional work days, if travel time is required, may be authorized by the Director of Public Safety and/or Chief of Police or his designee.

SECTION 5. The Township may Request Reasonable proof of the need for Bereavement Leave.

ARTICLE 13 - HOLIDAYS

SECTION 1. In the event an officer works on any of the following observed holidays, he/she receive an additional six (6) hours of compensatory time. If an officer works only a portion of a holiday, he/she shall receive an additional one (1) hour of compensatory time for every two (2) hours worked on said holiday. For purposes of the midnight shift, the holiday shall be defined as the day the Township observes as the calendar day in which the officer commenced working his/her shift.

Memorial Day
July 4th
Thanksgiving Day
Christmas Day

ARTICLE 14 - HOSPITAL AND MEDICAL INSURANCE

SECTION 1 The Township is currently a participant in the New Jersey State Health Benefits Plan. The parties recognize that employees participating in the SHBP have the ability to choose which plan best suits their needs. As such, depending on what plan the employee chooses, they are responsible for the co-pays established for the hospitalization/medical of their respective medical plan under the New Jersey State Health Benefits Plan. The parties further recognize that the prescription co-pays are also dependent on the particular plan selected by the employee. 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 the 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 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 Travelers Vision Care Expense Benefit Plan, submitted during negotiations or its equivalent.

SECTION 4. The Township shall provide full-family prescription plan coverage to all employees under the New Jersey State Health Benefits Plan or other outside broker/carrier as in Section 1.

SECTION 5. Contributions toward an officer's health benefits shall be as follows: In 2019 and 2020, officers will contribute to their benefits consistent with the grids under P.L. 2011, Ch. 78. In 2021 and 2022, officers will pay 30% of the premium of the plan selected.

SECTION 6. Officers hired on or after 1/1/19 shall be limited to elect enrollment in either the OMNIA Health Plan, Aetna Liberty Plan or the Freedom Direct 20/35 Plan for the first 4 years of their employment with the Township. In the 4th year of employment, officers hired on or after 1/1/19 may elect any plan offered under the SHBP during open enrollment that will take effect in January of the 5th year of employment. If, during the officer's first 4 years of employment, the OMNIA Health Plan, Aetna Liberty Plan and the Freedom Direct 20/35 Plan are no longer available under the SHBP, then in that instance an officer can select a plan that is equal to the enumerated plans for the remainder of his or her first 4 years of employment.

SECTION 7. Health Care Waiver: If an Officer chooses to waive their health care benefits they will be compensated 25% or \$5,000 of the premium, whichever is lesser of the two. This will be calculated based on the Omnia family plan and prescription benefits.

SECTION 8. If an Officer who is not currently enrolled in the OMNIA plan chooses to switch to that plan the Township will pay that officer per year \$500 for single coverage or \$1,000 for family coverage for switching to the plan. This will be paid to the officers in the first pay check of January of every year in a lump sum amount.

ARTICLE 15 - 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:

2019	\$1,400
2020	\$1,400
2021	\$1,400
2022	\$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 employee's 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 16 - 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 17 – 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 25, 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) work days or more, then the employee shall lose all benefits for the period of such suspension.

SECTION 5. 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 6. 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 18 - 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/or Chief of Police 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 and/or Chief of police 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 and/or Chief of Police or his designee and shall be destroyed if deemed inappropriate.

ARTICLE 19 – WAGES

SECTION 1. The annual base salary for each of the Classifications shown for the calendar years 2019, 2020, 2021 and 2022 are as follows:

	2018	2019	2020	2021	2022
Classification		2.9%	2.9%	2%	2%
PO MAX STEP 8	\$122,825.74	\$126,387.69	\$130,052.93	\$132,653.99	\$135,307.07
PO 95% STEP 7	\$116,682.94	\$120,066.74	\$123,548.68	\$126,019.65	\$128,540.05
PO 85% STEP 6	\$104,400.58	\$107,428.20	\$110,543.62	\$112,754.49	\$115,009.58
PO 75% STEP 5	\$92,118.22	\$94,789.65	\$97,538.55	\$99,489.32	\$101,479.11
PO 65% STEP 4	\$79,834.78	\$82,149.99	\$84,532.34	\$86,222.99	\$87,947.45
PO 55% STEP 3	\$67,551.34	\$69,510.33	\$71,526.13	\$72,956.66	\$74,415.79
PO 50% STEP 2	\$61,410.71	\$63,191.62	\$65,024.17	\$66,324.66	\$67,651.15
PO STEP 1	\$54,270.98	\$55,844.84	\$57,464.34	\$58,613.63	\$59,785.90
PO ENTRY RATE	\$51,098.37	\$52,580.23	\$54,105.05	\$55,187.16	\$56,290.90
DET. PO ADDED TO BASE	2%	2%	2%	2%	2%
TRAFFIC SAFETY	2%	2%	2%	2%	2%
ANY OTHER NON-PATROL	2%	2%	2%	2%	2%

- 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. All officers who are required to attend the police academy for PTC certification or as determined by the Chief of Police shall be placed at the Entry Rate and will move to Step 1 on their 12-month anniversary date, and subsequent steps on the yearly hire anniversary date. Officers who are PTC certified and are deemed not to have to attend the police academy as determined by the Chief shall be placed at Step 1 upon hire and move on the steps in the guide on their yearly date of hire anniversary.
- 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 rank for the period of service. "Temporarily Assigned" for the purpose of this section is defined, for officers assigned to the Patrol Division, as eleven (11) or more consecutive hours or one (1) or more consecutive eleven (11) hour shifts, as approved and authorized by the Chief of Police or his designee. For all Police Officers assigned to Units other than the Patrol Division, "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 the Chief of Police or his designee.

- D. The wage increase herein shall be payable retroactive to 1/1/19 to (1) all officers on the payroll of the Township on the date of ratification, (2) all officers who retired in good-standing between January 1, 2019 and the date of ratification, and (3) all officers promoted out of the PBA unit between January 1, 2019 and the date of ratification. Those officers in categories (2) and (3) shall be paid the prorated salary between January 1, 2019 and the date of retirement or promotion.

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 an officer is assigned to a Unit outside of the Patrol Division for a period of ten (10) hours or more, he/she will be compensated at a pro-rated scale for the respective Unit assigned.

ARTICLE 20 - 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 21 - LEGAL AID

SECTION 1. Police officers will be provided with a defense consistent with N.J.S.A 40A:14-155. 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 22 - 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 and/or Chief of Police or the Watch Commander of that Shift, and provided further that such time is limited to an aggregate of two (2) work days 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 40A:14-177.

SECTION 5. The Township agrees to excuse from his/her work assignments 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 have 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 from 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 from 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 22, 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 two (2) work days 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 and/or Chief of Police any matters deemed by the PBA President to be of such importance that requires review by the Director of Public Safety and/or Chief of Police.

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 21, 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 Midnight 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 23 - 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 two (2) hours pay at his/her overtime rate.

SECTION 2. Employees shall be paid at time and one-half with a guarantee of two (2) 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 or at some other destination after the conclusion of the court appearance.

SECTION 3. The employee shall have the option of receiving his/her straight time compensation in payor 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 two (2) hours overtime per day until no longer required by said court.

SECTION 6. Employees summoned to Jury Duty shall submit documentation within forty-eight (48) hours of receipt of the scheduled Jury Duty along with his/her leave slip and shall not report to his/her respective shift on the day of the scheduled Jury Duty. Such leave will be documented as Jury Duty and shall not be applied to any other time in the Employee time bank. Employees working the Midnight Shift who have been summoned to Jury Duty, shall have the option of taking off the following Shift on the day of the Jury Duty appearance or the Shift prior to the Jury Duty appearance. In the event that the Jury Duty is cancelled within twenty-four (24) hours of the scheduled Jury Duty, the Employee shall notify the on-duty Watch Commander and the Employee shall report to work as previously scheduled.

ARTICLE 24 - 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 25 - 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 to the Director of Public Safety and/or Chief of Police and a copy shall be provided to 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 and/or Chief of Police 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 and/or Chief of Police's receipt of the Supervisor's report, the employee and the PBA President or designee shall meet with the Director of Public Safety and/or Chief of Police to resolve said grievance. Failing a solution within five (5) working days, the Director of Public Safety and/or Chief of Police 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 Mayor. The 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 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 ten (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 Mayor. Said arbitration shall be governed by the Rules and Regulations of the Public Employees Relations Commission. Only Jackson Township or Jackson PBA 168 may file for arbitration.
- 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. The Arbitrator shall not have the authority to add, Modify, Delete or alter any language in this agreement.
- 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 26, Discharge and Suspensions, of this Agreement, except as may otherwise be provided.
- K. An officer who is suspended from road jobs has 10 days to appeal said suspension to the Chief of Police. The Chief shall have 10 days to respond to said appeal. If the officer is not satisfied with said decision then the officer can appeal the decision to the Mayor's officer for review and the Mayor has 10 days to respond. If the officer is not satisfied with the decision of the Mayor then the officer has the right to appeal the decision through arbitration within ten days.

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 26 – PROMOTIONS

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

ARTICLE 27 – 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 6.

SECTION 3. If any provisions of this Agreement are believed invalid, or the Township seeks to cope 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 28 - COLLEGE CREDIT PROGRAM

SECTION 1. 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 Degree shall not preclude the payment of a one-time stipend at each of the higher levels.

C. The Township shall allocate at least \$50,000 in its budget each year to reimburse officers for college course work. Such reimbursements shall cover tuition, fees and books. To be eligible for reimbursement, said officer shall attain a "B" grade. Moreover, all employees shall submit their desired classes and costs for same to the Chief of Police, or his designee on or before September 1 of the calendar year for the following years tuition cost calendar. If the cost submitted by September 1 exceeds \$50,000, the \$50,000 funds shall be divided equally among the participating officers. No reimbursement entitlement shall apply to course work beyond the attainment of a Master's Degree. Also the Township shall not be responsible for any officer commencing course work towards a degree after the start of his/her 20th year in PFRS.

ARTICLE 29 - REPRESENTATION FEE

SECTION 1. 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.

ARTICLE 30 – 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 state 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 and/or Chief of Police 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
2. Brakes
3. Steering (Front End)
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)
8. Motor Mounts
9. Exhaust Leaks
10. Gas Fumes

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 counselor 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.

SECTION 14. 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 31 - OUTSIDE EMPLOYMENT

SECTION 1. 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 to the Township the name, address, phone number and hours of proposed employment.

SECTION 2. Officers participating in off duty police-related details (i.e., road jobs) shall be assigned said details in the following manner:

- Last day worked
- Least amount of hours worked
- Seniority

Each officer's hours shall be reset to zero (0) on January 1st and then again on July 1st of each calendar. All road jobs shall be assigned at least 72 hours prior to the commencement of said detail. Any job that is listed with less than 72 hours shall be assigned 24 hours prior to the start of same. Emergency jobs will be immediately awarded on a "first come, first served" basis. Any officer incorrectly deprived of a road job shall be compensated six (6) hours compensation time. A list of total hours worked by all participating officers, regardless of rank, shall be distributed to all officers via departmental email on a quarterly basis. If any eight (8) hour road job requires two (2) officers for the duration of the detail so that neither officer is permitted a meal break, the contractor shall hire an additional officer in order to provide a meal break to those officers.

SECTION 3. In a situation where (1) shift coverage on the road falls below minimum manning;

(2) management deems it necessary to use overtime to cover the shift; (3) no officer is willing to voluntarily cover the shift on overtime; and (4) management deems it necessary to order an officer to cover the shift, then, in that instance, if an officer who would have been ordered to work the overtime is on a pre-scheduled road job the next officer in line for the overtime will be ordered to cover the shift.

ARTICLE 32 - 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 33 - 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 34 - 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 35 - 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.

SECTION 2. The Employer shall provide any and all ammunition required for firearms qualification and/or training for duty weapons.

ARTICLE 36 - DURATION

SECTION 1. This Agreement shall be in effect for four (4) years from January 1, 2019 thru December 31, 2022, which benefits shall commence upon January 1, 2019. 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 2019 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 no later than ninety (90) calendar days prior to the expiration of this Agreement

ARTICLE 37 – COMPLETENESS OF AGREEMENT

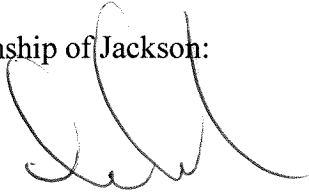
IN WITNESS THEREOF, the parties hereto set their hands and seals this

23rd Day of May, 2019.

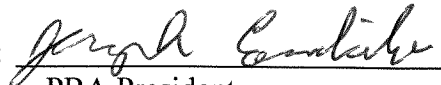
Township of Jackson:

Jackson Township PBA 168:

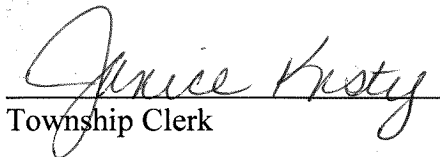
BY:


Township Mayor

BY:


PBA President

ATTEST:


Township Clerk


Witness

GLOSSARY OF TERMS

Pitman Schedule: Two (2) consecutive workdays, followed by two (2) consecutive days off, followed by three (3) consecutive workdays, followed by two (2) consecutive days off, followed by two (2) consecutive workdays, followed by three (3) consecutive days off. This rotation shall be repeated henceforth. This fourteen (14) day rotation shall be implemented in a manner in which the three consecutive days off shall always include every other Friday, Saturday and Sunday in its entirety.

Shift: The portion of the employee's day scheduled as a day's work when a shop, service, office, or industry operates continuously during both the day and night.

Midnight Shift: 2030 to 0730 hours

Day Shift: 0700 to 1800 hours

Evening Shift: 1300 to 2400 hours

Time Bank: Accumulation of an employee's accrued time. (i.e., vacation, personal, compensatory, etc.)

Tour (of Duty): A period of workdays an employee is scheduled to work.

Units or Divisions outside of patrol: (4) four workdays on-duty, (3) three workdays off-duty.

Midnight Shift Patrol: (3) three workdays on-duty, (3) three workdays off-duty.

Day Shift Patrol: One half (1/2) or seven (7) calendar days of the Pitman Schedule.

Evening Shift Patrol: One half (1/2) or seven (7) calendar days of the Pitman Schedule.

Watch Commander: Superior Officer or Senior Officer in charge of the shift.

Workday: The length of time during a day on which one works.

Workweek: See "Tour (of Duty)"

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 160R-19

DATE OF ADOPTION 4-9-19

TITLE: RATIFYING THE MEMORANDUM OF AGREEMENT AND AUTHORIZING EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT WITH THE PBA LOCAL 168

Council Member: Calogero presents the following resolution.

Seconded by: Bressi

Page 1 of 1

WHEREAS, representatives of the Township of Jackson and the PBA Local 168 met and negotiated terms and conditions of employment for certain employees of the Township of Jackson; and

WHEREAS, the parties have come to an agreement with regard to the terms and conditions of the collective negotiations agreement as set forth in a Memorandum of Agreement attached hereto as Schedule A; and

WHEREAS, the governing body wishes to ratify the Memorandum of Agreement with the PBA Local 168 and authorize the execution of a collective negotiations agreement with regard to said terms and conditions of employment for the period of time between January 1, 2019 and December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby ratify the memorandum of agreement with the PBA Local 168 attached hereto as Schedule A.
2. That the governing body does hereby authorize the Mayor to execute and the Township Clerk to attest to, respectively, a collective negotiations agreement between the Township and the PBA Local 168 with regard to said terms and conditions of employment set forth in the Memorandum of Agreement for the period of time between January 1, 2019 and December 31, 2022 in the form acceptable to the Township's Labor Counsel.
3. That this resolution shall take effect immediately.
4. That a copy of this resolution shall be forwarded to the PBA Local 168, the Township Administrator, Chief Financial Officer and Township Labor Counsel.

Janice Kisty

JANICE KISTY, R.M.C.
TOWNSHIP CLERK

DATED: 4/9/19

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Kenneth Bressi	Andrew Kern	Alexander Sauickie	Barry Calogero	Robert Nixon
YES	✓	✓	✓	✓	
NO					
ABSTAIN					
ABSENT					✓

I, Janice Kisty, 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 _____ 2019.