

RESOLUTION OF THE TOWNSHIP OF JACKSON
 JACKSON, NEW JERSEY

RESOLUTION NUMBER: 525R-09

DATE OF ADOPTION: 12/22/09

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

Council Martin presents the following resolution.

Seconded by Updegrave.

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

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

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

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

Ann Marie Eden

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

DATED: 12/22/09

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

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

Ann Marie Eden RMC
 Township Clerk

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

-AND-

TOWNSHIP OF JACKSON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

follows:

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

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

clause:

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

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

clause:

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

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

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

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

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

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

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

It is agreed that when an employee remains beyond fifteen (15) minutes at the end of his/her shift, the employee shall be paid one-half (1/2) hours pay and thereafter the employee shall be paid the overtime rate for the actual time worked in excess of the workday of eight (8) consecutive hours for officers assigned to the Patrol Division and ten (10) consecutive hours for officers assigned to the "pilot program", except as otherwise provided.

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

SECTION 1.

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

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

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

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

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

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

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

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

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

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

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

29 day of December, 2009.

Township of Jackson

By: [Signature]
Township Mayor

Date: 12-29-09

Jackson Township PBA Local 168

By: [Signature] #246
PBA President

Date:

Attest:

[Signature]
Township Clerk

Date: 12-29-09

Witness

[Signature] 218

Date: 12/28/09