

CONTRACTUAL AGREEMENT

TOWNSHIP OF MEDFORD

AND

**MEDFORD TOWNSHIP POLICE
SUPERIOR OFFICERS' ASSOCIATION**

JANUARY 1, 2010 - DECEMBER 31, 2012

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This Agreement, made this 15th day of December 2009, between:
Township of Medford, a municipality in the County of Burlington and
State of New Jersey, hereinafter referred to as the "Township."
And Medford Township Police Superior Officers' Association, hereinafter
referred to as the "Association."

Witnesseth:

Whereas, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniform and non-uniform sworn superior rank police officers of the Police Division of the Department of Public Safety, Township of Medford, County of Burlington.

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

ARTICLE I

RECOGNITION:

A. The Township hereby recognizes the "Medford Township Police Superior Officers' Association" as the exclusive collective bargaining agent for all police personnel at or above the rank of sergeant, excluding the Chief of Police, who are full time, paid employees within the Police Division.

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

ARTICLE II

MANAGEMENT RIGHTS:

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of the law, determine their qualifications and conditions for continued employment or assignment, and promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Municipal Ordinances, Statutes of the State of New Jersey, and the Constitution of the State of New Jersey and of the United States.

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

ARTICLE III

HOURS AND OVERTIME:

1. EIGHT (8) HOUR PATROL SHIFT SCHEDULE

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

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

C. An officer working the one 8-hour shift within his/her 14-day cycle shall be entitled to the one 3/4 of an hour (45 minute) break within each 8-hour shift subject to call back, if needed.

2. **TWELVE (12) HOUR PATROL SHIFT SCHEDULE**

A. The one hundred sixty (160) hour per 28-calendar day work period set forth in Article III, Section 1 (A) shall remain in effect.

B. All employees will be assigned a shift for a minimum of a two (2) month period.

C. Conditions permitting, an Officer working a 12-hour shift shall be entitled to two (2) 3/4 of an hour (forty-five minute) breaks within each 12-hour shift subject to call back, if needed.

D. An employee who is required to work longer than the number of hours in the assigned shift schedule shall be paid overtime at the rate of time and one-half of the hourly base pay.

3. COMPENSATORY TIME:-

A. Any employee covered by this Agreement may, with prior approval and at the discretion of the Chief of Police or his designee, receive compensatory time at the rate of one and one-half hours per hour of overtime worked in lieu of overtime pay.

Compensatory time shall be earned as set down by the Chief of Police, consistent and in accordance with Fair Labor Standards Act. Maximum compensatory accrual is, in accordance with FLSA, 480 hours.

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

B. Barring unforeseen or unexpected circumstances, upon written notice to the Chief of Police, at least six (6) months prior to the his/her officially scheduled retirement date, any employee covered by this agreement may:

- 1) Utilize any accumulated Vacation and/or Compensatory Time prior to an official retirement date, or
- 2) Receive payment for any accumulated compensatory time upon retirement payable as follows:

Upon retirement or death members of this bargaining unit or their estate who are entitled payment for accumulated compensatory time shall have the total amount payable in 4 equal yearly payments payable on or before December 31st of the respective years. This

payment schedule shall also apply and include any payment due in accordance with any Sicktime buyback provision included in this agreement.

4. **VEHICLE USE:**

a) Personal Vehicle(s):

In the event any employee covered by this contract is required to use his personal vehicle for Township business, he/she shall be timely reimbursed at the rate of the mileage reimbursement amount currently in effect for the Township upon submitting vouchers and/or other appropriate records to the Chief of Police or his designee.

b) Township Vehicle(s):

The Association recognizes and accepts the Township policy pertaining to the use of Township vehicles. Employees shall not use Township vehicles for personal use, such as, but not limited to, family functions, driving children to school, picking children up at school, vacations.

ARTICLE IV

VACATION:

A. Annual vacation leave with pay is earned as follows:

Years of Service

Beginning of 4th year	1.17 days per month, per annum, rounded annually to 14 days per year (112 hours for employees on 12 hour shifts)
Beginning of 5th - the end of the 10th year	1.5 days per month, per annum, rounded annually to 18 days per year (144 hours for employees on 12 hour shifts)
Beginning of 11th - the end of the 20th year	1.75 days per month, per annum, rounded annually to 21 days per year (168 hours for employees on 12 hour shifts)
Beginning of 20th year - retirement	2.1 days per month, per annum, rounded annually to 25 days per year (200 hours for employees on 12 hour shifts)

B. As near as practical, all vacations and compensatory time shall be scheduled and taken during the current calendar year. Should an employee decide not to take all allotted vacation days and/or compensatory time during the calendar year, then the employee may accumulate all unused vacation days and/or compensatory time, provided, however, that all accumulated vacation days must be scheduled and taken by December 31 of the following two (2) calendar years in which it was earned or the right to said vacation days so accumulated shall terminate.

Should it be determined by the Chief of Police not to be in the best interest of the Police Division for an employee to take all vacation time during the current year, then in such event said employee shall be paid at his regular straight time rate for such unused vacation time or same shall accumulate as set forth herein.

C. In the event that the employment of any employee is terminated, either voluntarily or involuntarily, the vacation time for the calendar year in which said termination occurs shall be pro-rated on a ratio based on the number of months employed against the total number of vacation days to which the employee would be entitled for that calendar year. The employee shall be paid for the number of any unused vacation days accrued as to the month of termination and, if the termination is voluntary, the employee shall reimburse the Township, at the employee's straight time rate, for the number of vacation days taken in excess of the number of days accrued as of the month of termination. The employee shall receive credit for a full month of any partial month of employment under this paragraph.

ARTICLE V

HOLIDAY AND PERSONAL DAYS:

A. The members of the Association shall be entitled to a total of five (5) personal days during each calendar year. Personal days shall be taken singularly unless otherwise approved by the Chief of Police or his designee. Personal days are to be given freely and on short notice, and are considered preferential to vacation days. Personal days requested and taken shall be paid at straight time.

B. A Personal Day is computed as the number of hours in the normal shift for which the member employee is assigned. (i.e., assigned patrol; working 12 hour schedule, a personal day would be equal to 12 hours. Assigned to non-uniform/non-patrol; working 8 hour day schedule, personal day would be equal to 8 hours).

C. The following are recognized holidays by the police division. Said Holiday list references "asterisk" holidays which relates to the payment of overtime as referenced in Article V, Section D.

- | | |
|--------------------------------|---------------------------|
| 1. New Year's Day (*) | 8. Labor Day |
| 2. Martin Luther King, Jr. Day | 9. Veteran's Day |
| 3. Presidents' Day | 10. Thanksgiving Day (*) |
| 4. Good Friday | 11. Thanksgiving Friday |
| 5. Easter, (*) | 12. Christmas Eve Day (*) |
| 6. Memorial Day (*) | 13. Christmas Day (*) |
| 7. Independence Day (*) | |

NOTE: Captain(s), Lieutenant(s) and Sergeants (as assigned Investigative or Administrative) will be scheduled off on the above listed holidays.

D. In the event that an employee must work more than his/her scheduled hours on any of the holidays marked with an asterisk, that employee shall be entitled to overtime pay at the rate of double the employee's base pay.

E. In the event that an employee is scheduled and works in a non-over-time capacity on New Year's Day, Easter, or Christmas Day, said employee said receive one additional day's pay (8 hours if assigned an 8-hour shift, 12 hours if assigned a 12-hour shift on that day) in addition to their regular straight time pay, to be paid during that pay period.

F. In the event that any of the recognized holidays fall on either a Saturday or a Sunday then Captain(s), Lieutenant(s) and Sergeants (as assigned Investigative or Administrative) will be scheduled off for one day of their regularly scheduled work week in recognition of the holiday.

ARTICLE VI

LEAVE OF ABSENCE:

A. Leave of Absence without pay: The Township Manager may grant a request for leave of absence without pay for periods not to exceed ninety (90) days when such leave is for good cause. Upon termination of leave of absence, the Township shall reinstate the employee in the capacity and at the rate of pay as when he/she left. The Township Manager may also grant an extension of a leave of absence for up to an additional ninety (90) days without pay, but only under unusual circumstances where denial would result in personal hardship and/or deprivation of opportunity to the requesting employee. Consideration of such requests shall be weighed against the negative effect of such leave on the operations and scheduling of the Police Division. The Township shall continue all health benefits when the request for leave of absence is due to an illness in the immediate family, defined for this subsection as the employees spouse, child, parent or relative living in the employee's home. In all other circumstances health benefits shall cease during such periods of leave of absence, but the employee may be entitled to reimburse the Township to provide for continued coverage.

B. Injury in the line of duty: Employees injured in the line of duty shall not be charged sick leave. The Township shall pay the employee his/her regular pay until medically certified as fit for duty. In the event that the employee receives Workers' Compensation or other disability benefits, the Township's liability pursuant to this section shall be to pay the difference between such benefits and the regular rate of pay for such employee. Alternatively, the Township may, at its election, continue to pay such employee full salary and the employee shall pay or cause to be paid to the Township such payments as may be made to him/her or to the Township in his/her name under Workers' Compensation for Temporary Total Disability Benefits.

C. Death Leave: A regular full-time employee who is excused from work because of death in his/her immediate family, as defined herein, shall be paid his/her regular rate of pay for working hours missed during the first five (5) scheduled working days (whether scheduled as an 8 hour day or a 12 hour day) following the death. Time off with pay as provided in this section shall be used for the purpose of handling necessary arrangements for and attendance at the funeral of the deceased member of the immediate family. For the purpose of this subsection, immediate family is defined as an employee's spouse, parents, children, brother, sister, ward, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent. Immediate family shall also include any relative living in the employee's home. Two (2) scheduled working days (whether scheduled as an 8 hour day or a 12 hour day) death leave with pay shall be granted for the death of all other relatives. Any additional necessary leave is to be approved by the Chief

of Police and shall be granted for good cause. For clarification purposes, a "day" is equal to the members normal scheduled work day (i.e. 8 hours, 12 hours).

D. Maternity Leave: After pregnancy has been verified by a licensed physician, the female employee shall be taken off street duty immediately and placed on light duty. Upon completion of the sixth month of pregnancy, the employee may begin a leave of absence without pay and may continue this leave of absence until three (3) months after childbirth. The employee may renew this leave of absence, upon good cause, for up to an additional three (3) months leave. The Township shall continue health benefits on said employee when leave of absence is due to pregnancy. During maternity leave, female employees may use vacation, sick and personal leave, and any accumulated compensatory time. In addition, accumulated sick leave may be used for up to four (4) weeks before childbirth and six (6) weeks after, or eight (8) weeks in the event of a cesarean section delivery. Male employees may use their allotted sick time, up to a maximum of the scheduled work days in two (2) calendar work weeks upon the birth of their child.

Any employee utilizing the time off permitted in this section shall not be penalized for its use. This time shall be considered as honorable service time with respect to vacation and necessary service time towards retirement.

ARTICLE VII

HEALTH AND WELFARE:

A. The Township shall provide each and every employee and his/her immediate family with medical insurance coverage, which plan(s) provided may require an employee contribution for deductibles, co-payments or excess premium costs in the event the employee elects coverage in excess of the basic plan provided. The Township agrees to hold in full force the levels of medical coverage implemented in accordance with resolution 181-2009 and is in effect as of October 1, 2009, except the Township, at its election, shall have the right to return to the New Jersey State Health benefits Plan or move to another independent carrier provided that any changes in medical coverage provides substantially equivalent coverage to employees as covered on October 1, 2009. The Township agrees to provide employees with post retirement health benefits in accordance with Resolution 151-2009.

B. All permanent full-time employees will have their dental premiums paid in full by the Township. Full-time employees with less than five (5) years service have the option of covering their dependents via a payroll deduction for dental insurance premiums. After five (5) years of continuous service, the Township shall pay premiums for full-time employees' dependents.

C. The Township shall provide life insurance for each employee in an amount equal to \$40,000.00 per employee. Said insurance coverage shall include a provision for double indemnity in the event of accidental death.

D. In the event of an employee's death due to a work related injury, the Township shall pay any reasonable funeral bill up to a maximum of \$7,500.00. This payment is only to be used for any balance remaining after all insurance coverage for burial expenses has been exhausted. The Township shall assist the primary beneficiary in seeking insurance claims and other lawful benefits, should the member die while an employee of the Township.

E. The Township shall continue to contribute annually the sum of \$100.00 per full time employee member to be used specifically for the premium for a Legal Defense Plan. The Legal Defense Plan is to be administrated by and paid by the Association for its members. Said plan shall provide benefits for legal defense in the event that the covered member employee is charged with the commission of a crime, offense or civil action for damages arising out of or in the course of employment as an employee of the Police Division. Said benefits for the legal defense in such circumstances shall be secondary to the Townships obligation to provide legal defense as provided for by New Jersey State statutes.

The Association shall furnish the Township with full and complete copies of the legal defense policies obtained, along with proof of yearly premiums paid by sworn police officers for whom the Township would be obligated to provide legal defense in accordance with New Jersey State Statutes.

Within thirty (30) days of presentation and review, the Township shall reimburse the annual contribution to the association, up to the amount listed per member in this section. In the event that the employee member or the association fails to purchase said legal defense plan coverage, the Township

shall be relieved of its obligation under the provision of this section to make the annual contribution to the association for every/each respective member employee for which the legal defense plan was not obtained.

F. The Township shall continue to pay premium costs for the Basic Medical Benefit coverage for an employee permanently disabled during the performance of his/her duties, as well as the spouse and/or dependent children to age eighteen (18), or age twenty-three (23) if a full-time student, unless the employee qualifies for substantially equivalent medical insurance/benefit coverage as may be provided by a State or Federal government, including, but not limited to, Social Security and/or Medicare/Medicaid.

G. The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be made semi-annually in July and December to those employees who sign a waiver for the coming year. The amount of payment per year for a medical insurance waiver will be 40% of the coverage premium.

Should reinstatement in the medical or dental plan be necessary the employee should notify the personnel office immediately. Reinstatement is guaranteed.

H. The Township shall continue to pay premium costs for the Basic Medical Benefit coverage for the spouse and/or dependent children to age eighteen (18), or age twenty-three (23) if a full-time student, of any employee killed while in the performance of his/her duties unless:

1. The spouse of the deceased police officer re-marries. Such re-marriage shall not affect continued coverage for the children of the marriage of the deceased employee; or

2. The spouse of the deceased police officer obtains substantially equivalent medical insurance/benefit coverage from an employer or any other source; or

3. The spouse qualifies for substantially equivalent medical insurance/benefit coverage as may be provided by a State or Federal government, including, but not limited to, Social Security and/or Medicare/Medicaid.

J. The Township shall maintain police professional liability insurance in the amount of five million (\$5,000,000.00) dollars.

ARTICLE VIII

PAYROLL DEDUCTION:

A. The Township agrees to deduct from the salaries of Association members, monthly dues for membership in the Association, provided the employee has signed and filed an appropriate written authorization as required by Public Law 1967, N.J.S.A. 52:14-15.9(e), as amended. The Township payroll clerk shall remit said deductions quarterly on or before January 15th, April 15th, July 15th and October 15th, any and all moneys so deducted, along with a list of said deductions, to the Treasurer/Secretary of the Association. The Association shall certify in writing to the appropriate Township official the current rate of membership dues.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of the change and shall furnish the Township new authorizations from its members, showing the authorized deduction for each employee. Said notice of change is to be made to the Township at least thirty (30) days prior to the effective date of such change.

C. The Association shall provide the necessary "check-off authorization" forms and deliver the signed forms to the Township payroll clerk. The Association shall indemnify, defend, save and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE IX:

CLOTHING AND MAINTENANCE ALLOWANCE:

A. UNIFORM MAINTENANCE

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

2. The Division of Police has established a minimum mandatory uniform inventory for all employees assigned to uniform and non-uniform positions. The minimum mandatory uniform inventory shall be maintained collectively by the Township and all Police Division employees. Uniforms shall be replaced on an as needed basis through a Quartermaster system. Authorization to replace any issued equipment shall be determined based on the following factors: appearance and operability.

B. NON-UNIFORM CLOTHING ALLOWANCE AND MAINTENANCE

1. Uniform and non-uniform clothing cleaning shall be provided by the Township at a commercial establishment designated by the Township. Each officer assigned to a non-uniform position (i.e., Captain(s), Lieutenant(s), Detective (s)) shall be entitled to non-uniform clothes cleaning.

2. Non-Uniform allowance (maximum) for the purchase of authorized and necessary items to maintain the appropriate business attire, for officers assigned to a non-uniform position is set at \$1,200.00 per designated officer/per year.

C. PERSONAL PROPERTY

1. Personal property, which is lost or damaged in the line of duty shall be replaced at like kind and quality at reasonable replacement costs, with a limit of one hundred (\$100.00) dollars for jewelry items (e.g. rings, bracelets, chains, watches, etc.).

ARTICLE X SALARY

A. 2010 SALARY

1. The following salary schedule shall be effective on January 1, 2010 and shall continue in effect until December 31, 2010 respectively;

	<u>STEP</u>	<u>SALARY</u>
Sergeant	Probationary	\$97,404
	Beginning of 2nd year	\$99,514
	Beginning of 3rd year	\$101,622
	Beginning of 4th year	\$106,513

*(*Sergeant First Class shall continue to be recognized by the wearing of appropriate stripes and insignia's at the beginning of their Sixth Year)*

2. Superior Officers serving in capacity as designated by the Chief of Police shall be paid in accordance with the following salary guide:

Investigative Sergeant	Beginning of 2nd year	\$102,286
	Beginning of 3rd year	\$104,394
	Beginning of 4th year	\$109,285
Administrative Sergeant	Beginning of 2nd year	\$102,286
	Beginning of 3rd year	\$103,922
	Beginning of 4th year	\$108,812

It is expressly understood the positions expressed in Section 2 herein, are appointed by the Chief of Police. It is expressly understood that, for whatever reason, the member is no longer appointed to that position, said base salary shall be adjusted accordingly within that pay period on the date of the change.

3. Command Officers shall be paid in accordance with the following salary guide:

<u>LIEUTENANT</u>	<u>STEP</u>	<u>SALARY</u>
Lieutenant	Step 1	\$113,330
	Step 2	\$117,701
<u>CAPTAIN</u>		<u>SALARY</u>
Captain		\$121,561

B. 2011 SALARY

1. The following salary schedule shall be effective on January 1, 2011 and shall continue in effect until December 31, 2011 respectively;

Sergeant	Probationary	\$100,813
	Beginning of 2nd year	\$102,997
	Beginning of 3rd year	\$105,179
	Beginning of 4th year	\$110,241

*(*Sergeant First Class shall continue to be recognized by the wearing of appropriate stripes and insignia's at the beginning of their Sixth Year)*

2. Superior Officers serving in capacity as designated by the Chief of Police shall be paid in accordance with the following salary guide:

Investigative Sergeant	Beginning of 2nd year	\$105,866
	Beginning of 3rd year	\$108,048
	Beginning of 4th year	\$113,110
Administrative Sergeant	Beginning of 2nd year	\$105,866
	Beginning of 3rd year	\$107,559
	Beginning of 4th year	\$112,620

It is expressly understood the positions expressed in Section 2 herein, are appointed by the Chief of Police. It is expressly understood that, for whatever reason, the member is no longer appointed to that position, said base salary shall be adjusted accordingly within that pay period on the date of the change.

3. Command Officers shall be paid in accordance with the following salary guide:

<u>LIEUTENANT</u>	<u>STEP</u>	<u>SALARY</u>
Lieutenant	Step 1	\$117,297
	Step 2	\$121,821
<u>CAPTAIN</u>		
Captain		\$125,816

C. 2012 SALARY

1. The following salary schedule shall be effective on January 1, 2012 and shall continue in effect until December 31, 2012 respectively;

Sergeant	Probationary	\$104,090
	Beginning of 2nd year	\$106,344
	Beginning of 3rd year	\$108,597
	Beginning of 4th year	\$113,824

*(*Sergeant First Class shall continue to be recognized by the wearing of appropriate stripes and insignia's at the beginning of their Sixth Year)*

a. Superior Officers serving in capacity as designated by the Chief of Police shall be paid in accordance with the following salary guide:

Investigative Sergeant	Beginning of 2nd year	\$109,307
	Beginning of 3rd year	\$111,559
	Beginning of 4th year	\$116,786
Administrative Sergeant	Beginning of 2nd year	\$109,307
	Beginning of 3rd year	\$111,055
	Beginning of 4th year	\$116,280

It is expressly understood the positions expressed in Section 2 herein, are appointed by the Chief of Police. It is expressly understood that, for whatever reason, the member is no longer appointed to that position, said base salary shall be adjusted accordingly within that pay period on the date of the change.

b. Command Officers shall be paid in accordance with the following salary guide:

<u>LIEUTENANT</u>	<u>STEP</u>	<u>SALARY</u>
Lieutenant	Step 1	\$121,109
	Step 2	\$125,780
 <u>CAPTAIN</u>		
Captain		\$129,905

D: EDUCATION

In order to foster a more highly trained and skilled police force a one time, education benefit shall be given effective January 1, 2000 to members of the bargaining unit who have the following educational degrees: (such sums to be paid in full by July 1, or December 1 subsequent to official notice and proof of same.

- AA (Associate) \$ 500.00
- BA (Bachelor Degree) \$1000.00
- MA (Masters Degree) \$1500.00

- *NOTE- Any new member promoted and becoming a member of this bargaining unit within the term of this contract shall not be entitled to payment under this *Education* section if it was previously paid by the Township under another collective bargaining agreement.
- *Amounts listed are maximum amounts and are not cumulative (Bachelor amount includes the \$500 Associates degree fee. Therefore if a member attains the next higher degree the total amount due said member would be the degree amount less that which has already been paid for the lesser degree.)
- The Township shall maintain EMT certification for officers at Township expense.

It is expressly understood the positions expressed in herein, are appointed by the Chief of Police. It is expressly understood that, for whatever reason, the member is no longer appointed to that position, said base salary shall be adjusted accordingly within that pay period on the date of the change.

ARTICLE XI

SHIFT DIFFERENTIAL:

A. 8 HOUR WORK SCHEDULE:

1. Effective January 1, 1996 member employees working the 4pm to 12am shift and midnight to 8am shift shall receive, in addition to base pay, shift differential pay in accordance with the following schedule:

4pm to 12am shift shall receive \$.50 per hour

Midnight to 8am shift shall receive \$.88 per hour

B. 12 HOUR WORK SCHEDULE:

1. Effective January 1, 1996 member employees working the 7pm to 7am shift shall receive, in addition to the base pay, shift differential in accordance with the following schedule:

7pm to 7am shift shall receive \$.75 per hour

C. In the event an employee earns in excess of one hundred (100) hours of shift differential pay in a consecutive three (3) month period, said pay shall be included as base pay and paid per bi-weekly payroll. In the event an employee earns less than one hundred (100) hours per consecutive three (3) month period, he/she shall be paid per bi-weekly payroll but said pay shall not be included as base pay.

ARTICLE XII

ASSOCIATION RIGHTS AND RESPONSIBILITIES:

A. Authorized representatives of the Association, whose name shall be filed with the Township Manager or his/her designee, shall be permitted to visit any Police Division or Township facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work at the Police Division or Township facility.

B. The Township shall allow a maximum of three (3) employees time off with pay for negotiations with the Township when negotiation sessions are scheduled when any of said employees are scheduled for shift duty. If on duty, such employees shall attend negotiations sessions in the appropriate uniform and be available for duty in the event that the need arises.

C. The President, or in his/her absence, the Vice President of the Association, shall have the right, while on duty, to investigate and process grievances and to attend Association functions upon direct application to, and prior approval of the Chief of Police.

D. The Association will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible, insofar as possible, for adherence to the terms of this Agreement by such members. The Association recognizes that the conditions set forth in this article shall be subject to the permission of the Township.

ARTICLE XIII

STAND-BY:

Employees placed on authorized stand-by by the Chief of Police or his designee shall be entitled to minimum of four (4) hours with a maximum of four (4) hours compensatory time earned for each twenty-four (24) hours of stand-by time.

INVESTIGATIVE DUTY CALL:

Employees assigned to the Detective Bureau, who shall be required to cover investigative duty call in accordance with the schedule set forth by the Chief of Police or his designee, shall be entitled to the following compensation:

1. Eight (8) compensatory hours earned for covering investigative duty call from 5 p.m., Friday to 9 a.m., Monday.
2. For call back while covering investigative duty call during the week (9 a.m., Monday until 5 p.m., Friday), employees shall receive overtime pay according to the following schedule in lieu of earning compensatory time.

1 - 4 hours (or any part thereof)	4 hours overtime
4 - 8 hours (or any part thereof)	8 hours overtime
3. For call back while covering investigative duty call for the weekend period, employees shall receive a minimum of two (2) hours at the overtime rate of time and one-half.

NON-INVESTIGATIVE CALL BACK:

1. For call back while not covering investigative duty call, employees shall be paid a minimum of two (2) hours at the overtime rate of time and one-half.

COURT TIME:

Off duty court appearance shall be at the overtime rate of time and one-half actual time spent in court. Off duty appearances shall include appearances subsequent to the end of an officer's shift. An employee shall be paid a minimum of two (2) hours for all court appearances, exclusive of any overtime pay for reassignment. Reassignment shall include any assignment for duty, including court patrol duty, subsequent to the completion of the officer's court appearance. Officers shall be subject to court patrol duty without additional pay prior to the completion of their court appearance.

EMPLOYMENT:

Employees performing non-Township contract work posted and provided through the Township shall receive a two (2) hour minimum at their overtime rate for all work performed.

ARTICLE XIV

A. SICK LEAVE:

2. Members of the Association shall be entitled to sick leave totaling 120 hours per year and employees shall receive such sick time as of January 1st of each year.
3. Sick leave may be used for approved purposes only, including sickness of a spouse or children, and only when notification is made to the proper authority in sufficient time to secure a replacement for duty. A certification from the employee's doctor may be required as sufficient proof of the need for sick leave. Any unused sick time will accumulate.
4. The Township will carry disability insurance for all employees. The plan will have a 180 day eligibility period.

B. SICK TIME BUYBACK :

1. Upon retirement or death members of this bargaining unit or their estate are entitled to a Sick Time Buyback. In the case of retirement, formal written notice must be submitted to the Chief of Police no less than 6 months prior to the effective retirement date.
 - a. Any officer who leaves the department in good standing by either death or retirement shall be entitled to a buyback of accrued sick time at the following rate. Retirement shall mean service retirement with a minimum of 25 years of service credit in the pension system, special retirement, ordinary disability retirement, mandatory retirement or accidental disability retirement, as

the foregoing phrases are defined by the statutes and regulations governing the New Jersey Police and Fireman's Retirement System.

In 2010, 2011 and 2012 the buyback shall be as follows

1 hour through 1040 shall be paid at 55% of the officer's hourly rate.

1041 hours through 1500 shall be paid at 50% of the officer's hourly rate of pay.

1501 hours and above shall be paid at 45% of the officers hourly rate of pay.

This total amount of the Sick Time Buyback shall not exceed \$36,000

Any officer who exceeds 48 hours of sick time used in the 12 months preceding the beginning of their retirement date shall only be entitled to buy back of 520 hours at a rate of 55% of the officer's hourly rate of pay. This shall not be applicable to officers who are under the care of a physician for a serious health condition as outlined in paragraph 2.

2. In accordance with the United States Department of Labor, a Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either:

A period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- (1) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or

Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

Any health care provider recognized by the employer or the employer's group health plan benefits manager.

3. Upon retirement or death members of this bargaining unit or their estate who are entitled to a Sick Time Buyback shall have the total amount payable in 4 equal yearly payments payable on or before December 31st of the respective years. This payment schedule shall also apply and include any payment due for 100% of accrued compensatory time. At the discretion of the member, the member may opt to have any vacation time payments included in the 4 equal payment schedules.

ARTICLE XV

AGENCY SHOP:

A. It is understood and agreed that upon the signing of this Agreement the provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer - Employee Relations Act" (P.L. 1941, c.100, N.J.S.A. 34:13A-1 et seq.) shall take effect.

B. Those employees of Medford Township that are in the bargaining unit on the effective date of this Agreement who do not join the union within thirty (30) days thereafter, any newly promoted employee who does not join within thirty (30) days of initial promotion within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in this unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

C. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision. The union shall intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision but shall cooperate with union in defending this provision.

ARTICLE XVI

GRIEVANCE PROCEDURE:

A. STATEMENT OF PURPOSE:

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

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

B. EXCLUSIVE REMEDY:

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

C. DEFINITIONS:

1. Grievances: Any dispute between the Township and an employee concerning either the application or interpretation of this Agreement.

2. Grievance Committee: For the purpose of this Agreement, "grievance committee" shall mean the group of employees, duly appointed by the Association to resolve employee's grievances. This committee shall receive all grievances from all employees submitting same, and shall determine the validity for any further action.

3. Superior Officer: For the purpose of this Agreement, "superior officer" shall mean the Chief of Police, a designated Captain or Lieutenant or, in their absence, the Captain.

D. INITIATION OF GRIEVANCES:

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

2. **Service:** All grievances shall be personally delivered to the Grievance Committee Chairman within fifteen (15) business days of the occurrence from which the grievance arose.

3. **Representation:** The Grievance Committee shall present the case, if validated. Should the aggrieved employee choose to employ legal counsel, he/she shall do so at his/her own expense or at the Association's expense upon its written authorization.

4. **Waiver:** Failure to serve a written complaint citing a grievance within fifteen (15) business days of its occurrence or its becoming known by the employee upon the Grievance Committee Chairman, the Grievance Committee, or superior officer, shall constitute a waiver of any and all right to pursue said grievance.

5. **Extension of Time:** Any extension of time requirements contained in the grievance article may only be extended by the written consent of a superior officer.

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

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

E. **DETERMINATION BY THE CHIEF OF POLICE:**

1. **Referral to the Chief of Police:** All grievance complaints must be served upon a superior officer.

2. **Decision by the Chief of Police:** The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within ten (10) business days of receipt of the complaint by the Grievance Committee.

F. **DETERMINATION BY THE TOWNSHIP MANAGER:**

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

2. **Decision by the Township Manager:** The Township Manager shall render a written decision and serve same upon the Grievance Committee within five (5) business days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION:

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

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

3. **Costs of Arbitration:**

a. In the event the aggrieved party is a member of the Association, the costs of the arbitration shall be shared equally by the Township and Association.

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

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

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

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

ARTICLE XVII

INTERNAL INVESTIGATIVE PROCEDURE:

A. The Township will adopt as the policy and procedure for the conduct of all internal affairs investigations of the Police Division concerning employee discipline, the current New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Attorney General Policy of "Internal Affairs Policy & Procedures".

B. For purposes of promotion only, minor departmental discipline occurring five (5) years or more prior to initiation of the promotional process shall not be considered.

ARTICLE XVIII

TERM AND RENEWAL:

This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect for three (3) years until December 31, 2012, and from year to year thereafter, unless either party gives the other one hundred and fifty (150) days notice of cancellation of the entire Agreement. Re-negotiation between the parties of the terms and provisions contained herein shall begin within ten (10) days of receipt of such notice of cancellation.

This Agreement may only be modified by a written agreement executed by both parties.

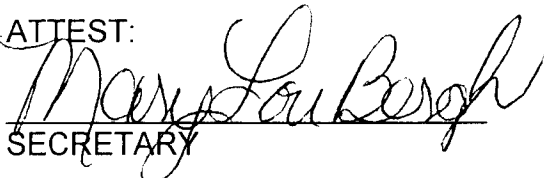
ARTICLE XIX

FULLY BARGAINED PROVISION:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal at Medford Township, New Jersey, on the 15 th day of, December 2009.

ATTEST:



SECRETARY

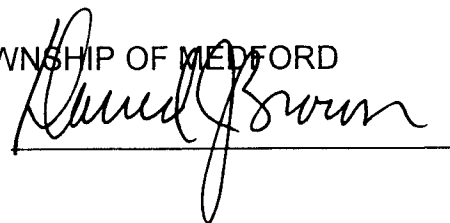
MEDFORD TOWNSHIP SUPERIOR
OFFICERS' ASSOCIATION
BY: SLT. M. J. #150

PRESIDENT

ATTEST:



TOWNSHIP OF MEDFORD

BY: 

December 15, 2009

TOWNSHIP OF MEDFORD

RESOLUTION 245-2009

**AUTHORIZING EXECUTION OF CONTRACTUAL
AGREEMENT WITH MEDFORD TOWNSHIP
SUPERIOR OFFICERS' ASSOCIATION**

WHEREAS, a contractual agreement has been negotiated between the Township of Medford and the Superior Officers' Association; and

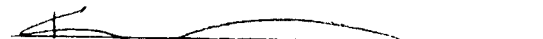
WHEREAS, the Township Council of the Township of Medford deems it in the best interests of the Township to execute this Agreement on behalf of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Medford that the contractual agreement with the Medford Township Superior Officers' Association shall be hereby executed by the Mayor and Township Clerk.

BE IT FURTHER RESOLVED that the aforesaid Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect for three (3) years until December 31, 2012.

BE IT FURTHER RESOLVED that, upon execution of this Agreement, all compensation listed therein shall become effective January 1, 2010.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 15th day of December, 2009


Katherine E. Burger, CFO / Township Clerk