

A G R E E M E N T

Between the

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.**

**MAINLAND LOCAL NO. 77
(MULLICA – SUPERIOR OFFICERS)**

AND

**TOWNSHIP OF MULLICA
ATLANTIC COUNTY, NEW JERSEY**

JANUARY 1, 2011 THROUGH DECEMBER 31, 2015

Final Agreement- 6/15/11

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AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2011, between the Township of Mullica herein after referred to as the "Township" or "Employer" and the New Jersey State Policemen's Benevolent Association, Local #77, herein after referred to as "Employee," "Police Department" or "PBA."

WHEREAS, the parties named have engaged in collective bargaining for the purpose of developing a contract covering salaries, working conditions, benefits and other items and conditions concerning employment; **THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer as being represented by the New Jersey State Policemen's Benevolent Association, Local #77 as follows:

ARTICLE I
RECOGNITION

The Employer recognizes the aforementioned New Jersey State Policemen's Benevolent Association, Local #77 as the exclusive Bargaining Agent representing the members of the Mullica Township Police Department as follows: Sergeants, Detective Sergeants, Lieutenants and Matron/Stenographer I, being full time regular police officers who have obtained a certificate from the New Jersey Police Training Commission, or are in the process of doing same, excluding other police officers and all other employees of the Township of Mullica.

ARTICLE II
NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act, in good faith, to reach an agreement concerning the terms and conditions of employment of the employees mentioned in Article I. Such negotiations shall commence in accordance with the timelines established by PERC in the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all employees mentioned in Article I, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Township of Mullica and Policemen's Benevolent Association, Local #77.

B. Both parties agree there will be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

C. Whenever a representative of the PBA or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meetings, he shall suffer no loss of time, pay or any other fringe benefits and shall be relieved from duty subject to manpower needs of the department.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between the parties concerning the application of/or interpretation of this Agreement, policy, administrative decision or any complaint by any employee as to any action or non-action which violates any right arising from his or their employment.

B. Grievance Steps

1. Step One: Any and all grievances by an employee shall be submitted to the steward of the PBA in writing within fifteen (15) days of its occurrence. The steward shall screen and process all grievances with the Chief or his designee within ten (10) days of written receipt.

2. Step Two: If the grievance is not resolved within fifteen (15) days after presentation to the Chief or his designee, the grievance shall be submitted to the Director of the Department of Public Safety & Administration in writing within ten (10) days of the Chief's written decision or within the fifteenth (15th) day following the Chief or his Designee's receipt of the grievance, whichever is earlier, in the event the Chief or his designee does not issue a written decision. If the Chief does not issue a written decision, the grievance shall be considered denied at this STEP.

3. Step Three: In the event the grievance is not resolved at the second step, the aggrieved shall refer the grievance in writing within five (5) days of the receipt of the written decision of the Director of the Department of Public Safety & Administration or from the expiration of the time period in which the Director of the Department of Public Safety & Administration must act pursuant to Step 2 above.

4. Step Four: In the event the grievance is not resolved at the third step, the PBA, after finding the matter meritorious, may refer the matter for impartial binding arbitration. If the PBA wished to move a grievance to arbitration, it shall file with the Public Employment Relations Commission within ten (10) days of receipt of decision, or the expiration of time for the Township committee to act in Step 3, whichever occurs earlier and request that a list of arbitrators be furnished to the Township and the PBA.

5. Nothing herein is to preclude any meeting or hearing at any step if requested by either party.

C. **Arbitration**

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

Any other expenses incurred by the parties shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, N.J.S.A. 2A:24-1 et seq.

D. Presence of Individuals at Arbitration Hearing

The Steward or his alternate, whose presence is required in the arbitration hearing, shall be released from his regular work shift without loss of regular straight time rate pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this agreement shall be made available.

E. Time Limits

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, then disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure. All such extensions shall be in writing and signed by a representative of the Township and the Steward.

ARTICLE IV
NON-DISCRIMINATION

A. There shall be no discrimination by the Employer or any of its agents against the Employees represented by the PBA because of membership or non-membership or activity or non-activity in the Association. The PBA or any of its agents shall not discriminate or coerce any employee into membership.

B. Neither the Employer nor the PBA shall discriminate against any employee because of race, color, creed, nationality, age, sex, sexual orientation, marital status or affiliation.

ARTICLE V

DELEGATE AND CONVENTIONS

A. Up to two (2) delegates to the State PBA shall be afforded time without loss of time or pay to attend the scheduled meetings or special meetings of the State Organization.

B. Up to two (2) PBA Convention Delegates shall be afforded the convention of the State Organization without loss of time or pay. Time will be allowed for travel to and from said location of the Convention.

C. Additional delegates may be authorized by the Chief to attend such meetings as specified in Sections A and B above, but such attendance shall not be without loss of time or pay.

ARTICLE VI
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself: without limitation, all powers, rights, authorities, 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 without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government, its properties and facilities and the activities of its employees.
2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To take disciplinary action for just cause according to law. Appeals shall be subject to the grievance procedure.
4. To maintain efficiency of its operations.
5. To determine the methods, means and personnel by which its operations are to be conducted.
6. To determine the content of job classifications.
7. To schedule hours of work and shifts.
8. To take all necessary actions to carry out its mission in emergencies.

9. To exercise complete control and discretion over its organization and the technology of performing its work, and to make and modify rules of procedure and conduct.

10. The Township reserves the right with regard to all other conditions of employment nor reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

B. The reasonable exercise of the foregoing powers, rights, authorities and responsibilities of the Township, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and applicable law.

ARTICLE VII
SCHEDULING

A. **Scheduling**

1. There shall be a minimum of forty-eight (48) hours on all schedule changes, meeting or any other activity notices except in the event of a police emergency, e.g., floods, civil disturbances, severe accidents, etc. Employees may switch with one another with permission and notification must be made. Work schedules must be posted at least fifteen (15) days in advance. Schedules shall not be changed to avoid overtime unless for a police emergency as described in this provision.

2. Written approval by superior officers for all switches must be obtained before switch is permitted. This notice must remain on file. At no time will employees switching with each other result in overtime or compensatory time payments being made to either involved individual.

ARTICLE VIII
SALARIES AND COMPENSATION

A. **Base Salary**

The base salary of all members listed in Article I recognized as being represented by the PBA shall be set forth in the Salary Schedules, which is attached hereto and made a part thereof.

B. **Court Time**

1. All employees mentioned in Article I attending any court hearing or conference stemming from a criminal or quasi-criminal matter arising out of the course of or in connection with an employee's performance of duties as an officer of the Township, shall be compensated at a minimum of three (3) hours call in pay at the employee's overtime rate for each attendance when the officer is not scheduled for duty.

C. **Stand-By Time**

1. Stand-by time for all officers shall be compensated for fit a rate of one (1) hour compensatory time for each hour of stand-by time or part thereof when the officer is housebound due to importance of stand-by and must remain by phone.

2. All other standby time for all officers shall be compensated for a rate of one (1) hour compensatory time for each three (3) hours of stand-by time or part thereof.

D. **Recall to Duty**

When an officer is recalled to duty, he/she shall be compensated from the time scheduled to report at a rate of one and one half (1 ½) pay or compensatory time at the officer's discretion for a minimum of three (3) hours.

E. **Paychecks**

1. All items on the paycheck shall be listed separately, such as overtime, dues, pension, etc. All additional pay, excluding overtime, shall be paid in a separate check.
2. All paychecks shall indicate the number of hours worked at straight time as well as those worked overtime.

F. **K-9 Officer**

1. A K-9 Officer shall be paid for eight (8) hours per day but shall only be required to work seven and one-half (7 ½) hours per day.
2. A K-9 Officer shall receive four (4) hours of compensatory time per month as compensation for weekend care of the dog.

G. **Pager Time**

Any officer requested/required to carry a pager shall be compensated by receiving four (4) hours of compensation time for each month he carries the pager.

ARTICLE IX

OVERTIME

A. Overtime

1. All time worked in excess of a regularly scheduled shift in one day shall be compensated at a rate of one and one half (1 ½) time the regular base salary..

Compensation for overtime shall be in either pay or compensatory time at the officer's discretion at a rate on one and one half-hour for one hour worked. All time worked in excess of the regularly scheduled work period shall be compensated at a rate of one and one half (1 ½) the time worked and is to be computed as above and is to be compensated in pay or compensatory time, at an officer's discretion.

2. The hourly rate for overtime shall be computed by dividing the base salary by 2080 and multiplying by 1.5.

3. The straight time rate of pay shall be computed by taking the base pay and dividing by 2080.

B. Compensatory Time

1. When the officer works overtime, the choice of compensation, whether it be in compensatory time at 1 ½ times or in pay at 1 ½ times, shall be his option.

2. Officers employed prior to January 1, 2003, who have in excess of 240 hours of compensatory time accrued, shall be allowed to carry forward such time and utilize it at their discretion. They shall receive overtime pay and not be entitled to receive additional compensatory time until their accrued compensatory time falls below 240 hours a maximum of 240 hours at which time they may elect to receive compensatory time in lieu of overtime pay up to a maximum of 240 hours.

3. Officers employed after January 1, 2003, shall not accrue more than 240 hours of compensatory time.

4. Officers shall be allowed to sell back up to forty (40) hours of accumulated compensatory time (earned at time and one-half) at the end of each calendar year at the employee's straight rate of pay as of December 31 of that calendar year. Such payment shall be made to the officer no later than the first pay period following final adoption of the Township's budget.

5. The PBA agrees that no more than two (2) overtime shifts per calendar day can be created by the use of comp time. This does not include overtime caused by sick time situations, vacation, or any other such absences from duty or special duty assignments and applies to overtime caused by the use of comp time only. The Chief shall have the discretion to approve additional overtime shifts in excess of the two (2) per calendar day.

C. **Overtime Scheduling**

1. Distribution of overtime shall begin by seniority and rotate henceforth. If an officer refuses overtime, his name shall be skipped and proceed to the next senior man.
2. If an emergent situation arises and a shift is required to be filled (less than 24 hours notice), the officer on duty shall remain on duty to fill the vacancy for the first half of the shift and shall be compensated at a rate of 1½ times per Article IX, Paragraph A. If the on-coming officer refuses or cannot be contacted, the officer on duty shall remain on duty if he chooses to do so or Paragraph A of this article shall be followed. Under no circumstances will the shift remain uncovered. If there is more than twenty-four (24) hour notice that the shift will be vacant, Section C.1 shall be followed.
3. All time worked in excess of the normally scheduled workday shall be compensated at 1 ½ times the employee's salary in accordance with Article IX, Paragraph A.

ARTICLE X

HOLIDAYS

A. 1. Members mentioned in Article I that work on the actual date of the holiday (not the day of observance if different from the date of the holiday), shall be compensated an additional eight (8) hours of compensatory time at one hour for one hour.

2. Holidays shall be as listed:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

B. Any officer who works a normal shift on Easter Sunday shall be given eight (8) hours of compensatory time.

C. All officers not assigned to regular patrol duties will celebrate the listed holidays on the same date as celebrated by the Township, not on the specific date of the holiday.

ARTICLE XI
VACATIONS

A. An employee shall be entitled to paid vacation in accordance with the following schedule:

Completion of 1 year	1 scheduled work week
Completion of 2 years	2 scheduled work weeks
Completion of 3 years to 5 years	3 scheduled work weeks
Completion of 5 years to 10 years	4 scheduled work weeks
Completion of 10 years to 15 years	5 scheduled work weeks
Completion of 15 years to 20 years	6 scheduled work weeks
Completion of 20 years	7 scheduled work weeks

B. Vacations shall be based upon the completion of years if completed within the calendar year. All vacations are to be taken during the calendar year when possible. Each officer will be permitted to carry forward a maximum of the current year's vacation and the total vacation allocated for the immediate past year. On December 31st of the current year, all remaining unused vacation time from the prior year will be lost. No compensation will be received for this lost time. Upon termination, vacation time for the current year will be prorated from January 1st of the departure year until the last scheduled payroll date.

ARTICLE XII

SICK LEAVE

A. **Employees Hired Prior to January 1, 2000**

1. The Township recognizes that unlimited accumulation of Sick Leave and Vacation time was a condition of employment for the Employees listed in Article I. The Township further agrees to grant the Employees listed in Article I, unlimited sick leave that will not be accumulated.

2. The Employees listed in Article I agree to waive that condition of employment with regard to Sick Leave and Vacation time and agree to freeze all accumulated Sick Leave and Vacation Time up to and including the effective date of this Agreement.

3. Should the Employee retire, the Employer agrees to continue the Employee's bi-weekly pay as a terminal leave for the equivalent amount of time owed to the Employee. An employee on terminal leave shall be carried on the Township's payroll as an inactive employee for such period of terminal leave. He/she may only be allowed to return to active duty with the Township at the sole discretion of the Township with written approval of the Township. Except upon the express written approval and consent of the Township, an employee on terminal leave may not return to active service with the Township if the Township has hired a permanent replacement for the employee on leave.

4. Should the Employee leave employment or be terminated, the Employer agrees to compensate the Employee, for all days frozen at the Employee's straight time rate of pay.

5. Should the Employee become deceased while in direct employment or while on terminal leave the Employer agrees to pay the Employee's next of kin or Estate one lump sum following the Employee's death within the next thirty (30) days.

6. From date of hire to the completion of five (5) years, the employee shall be assessed no more than three (3) days per year for days off due to illness or injury. Upon completion of five (5) years, there shall be no loss of time or pay to the Employee for days off duty due to illness or injury.

7. Any employee absent due to illness for more than three (3) consecutive days shall provide the Township with a note from a certified physician identifying the reason for the absence and a certification that the employee is able to return to work.

B. **Employees Hired On and After January 1, 2000**

Employees hired on or after January 1, 2000 in addition to his paid vacation, will granted sick leave with pay of one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, credited on January 1 of each calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to

utilize such accumulated sick leave with pay as required. Sick days will not be accumulated **for** the purposes of terminal leave.

ARTICLE XIII
LEAVES OF ABSENCE

A. **Personal Leave**

1. Each member of the Police Department mentioned in Article I shall be given four (4) personal days for the calendar year to be taken at their discretion at any time during the course of the calendar year. A minimum of four (4) hours notice is required except in the case of emergency.

2. These four (4) days are assumed to be pro-rated each year with one day issued per quarter. Should an employee leave the employment of the Township before the end of the calendar year, he/she will only be compensated for personal days earned, but not used. Should the employee have days not earned, his final compensation will reflect this.

B. **Bereavement Leave**

1. Members as mentioned in Article I shall be allowed five (5) work days time off, to be used within fifteen (15) days of the date of death in case of death of the following: mother, father, grandmother, grandfather, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law or any other person permanently residing in the member's home.

2. For grandchild, aunt, uncle, nephew, niece, brother-in-law, cousin of the degree, date of burial only.

3. Exceptions to the above may be made when the deceased is buried in another city and the member is unable to return to duty in the amount of time granted.

ARTICLE XIV

HEALTH INSURANCE AND MEDICAL BENEFITS

A. Health Insurance

1. Medical and health plans, e.g. Blue Cross, HMO Health Ways. Major Medical, Prescription Plan, Dental Plan, one (1) eye examination per year, etc. shall be paid fully by the Employer subject to any employee contribution as mandated by law. There shall be no decrease in benefits of the above plans and the members mentioned in Article I shall receive any improvements or upgrading of benefits which are given to any other Township employee at no cost to the Employee. If there should be an anticipated change of the medical plan carrier, the PBA shall be given advance notice of said change.

2. The Township does reserve the right to re-open the contract solely on the issue of Health Benefits if or when a new provider is selected or regulations governing State Health Benefits Plans are amended to permit variations in the level of coverage.

3. An employee desiring to have full family coverage for all health insurance benefits must produce evidence that he/she is the primary insurance provider for the family. If this proof is not presented, the responsibility for health benefits for the individual by the Township will be restricted to single coverage and not family coverage.

B. **Medical Examination**

1. Each employee shall be afforded a complete medical examination once each calendar year. This examination shall be voluntary and shall consist of basic blood work, chest x-ray, EKG, eyes, ears, nose, throat, prostate and other tests recommended by the examining physician, e.g.: stress tests) etc. If the medical examination is not covered by the employee's health plan, all expenses shall be borne by Employer.

2. Proof of insurance submission and denial must be submitted to the Township before payment will be authorized. All reports and declaration of the examination shall be distributed by the authority of the employee.

C. **Health Insurance Upon Retirement**

Any employee recognized in Article I who retires after twenty-five (25) years of service in the Police and Firemen Retirement System and twenty (20) years of service with the Township of Mullica or who is granted a Disability Retirement Pension from the Police and Firemen Retirement System shall retain and enjoy all medical, optical, dental, health and prescription benefits. Any employee recognized in Article I hired subsequent to January 2, 2007, who retires after twenty-five (25) years of service in the Police and Firemen Retirement System and twenty (20) years of service with the Township of Mullica or who is granted a Disability Retirement Pension from the Police and Firemen Retirement System shall retain and enjoy all medical, health and prescription benefits. Such benefits shall be continually paid by the Township. All current employees as of the date of the signing of this Agreement shall be “grandfathered” so as to allow for coverage with fifteen (15) years of service with the Township.

ARTICLE XV
COMMUNICABLE DISEASES

Any officer who shall suffer from any communicable disease, e.g.: Hepatitis A, Hepatitis B, AIDS, etc., shall be treated with the assumption that the disease was contacted in and during the performance of duty. Incident reports may be required to validate the claim. This assumption may be challenged and rebutted if the Employer provides evidence to the contrary.

ARTICLE XVI
CLOTHING ALLOWANCE

A. Each member shall receive \$1,000.00 per year for the purpose of maintaining their police uniforms and for the purchase of new, police clothing. Two payments shall be made for police clothing, and uniform maintenance. The first payment of \$500.00 will be made the first pay period of April. The second payment of \$500.00 will be made the first pay period of September.

B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects such as watches, jewelry, etc. shall be covered up to \$100.00 per incident. Personal items such as glasses will be fully reimbursable. The reimbursable amount shall not exceed the original purchase price of the item being replaced. A report of such damage or loss must be submitted at the time of the occurrence, signed by the shift commander.

C. The Township agrees to provide each newly hired employee with an initial issue of uniforms complete with required patches and insignia, leather and web gear, body armor, and necessary equipment listed in Schedule C, which shall be developed between the parties. The uniform issue includes a summer uniform, including short-sleeved shirts, without a tie, which will be worn during the summer months or at any other time deemed appropriate at the discretion of the Chief of Police. Each employee is responsible to maintain in serviceable condition the number and type of uniforms listed in Schedule C.

Items listed in Schedule C that are damaged beyond repair shall be replaced by the Township.

ARTICLE XVII

ADDITIONAL EXPENSES AND REIMBURSEMENT

- A. The Employer agrees to pay reasonable costs of meals and lodging when incurred while on office business outside of the Township.

- B. The Employer agrees to pay the maximum per mile amount allowed by the IRS and tolls when the officer's personal vehicle is used for official police business providing permission is granted, in advance, by the Chief of Police.

- C. Payment for the above expenses will be made upon presentation of receipts for all incurred allowable expenses.

- D. If the Township requires/requests its officers to take a physical fitness test, any officer who passes such test shall receive a payment of \$200.00.

ARTICLE XVIII

OTHER EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not interfere or conflict with his responsibilities and duties as a police officer. All outside employment will require a letter being kept on file in the Police Department identifying the nature of the outside employment, the employer's name and the time period(s) that will be worked.

B. All such outside employment will require the advanced approval of the Chief who shall solely make the determination of whether such other employment interferes or conflicts with his/her responsibilities and duties as a police officer.

ARTICLE XIX
SENIORITY AND REDUCTION IN FORCE

A. In the event of a Reduction in Force/Layoff, the Township shall implement and abide by the following procedures:

1. Seniority for purposes of a reduction in force/layoff is defined as total service by appointed officers in the Township in any position (s) covered by either or both of the collective bargaining units (R&F and Superior Officers). An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.

2. In the event of a reduction in force/layoff, officers shall be laid off in the reverse order of total seniority of all officers in the Police Department. Any employee laid off shall remain on a recall roster for a period of five (5) years from the date of layoff. Recalls shall be based on a total seniority in the Police Department.

3. In the event that, within five (5) years of an officer's layoff, a vacancy/opening occurs in the Police Department and is covered by either of the Agreements (R&F and Superior Officers), a laid-off employee shall be entitled to a one time recall thereto in order of total seniority and shall be reinstated and credited with all prior seniority.

4. The Township shall formally notify the PBA of its intention to possibly reduce force or institute layoffs at least ninety (90) days prior to submission of the annual budget.

5. **Demotions**

In the event of a demotion in rank, the Township shall implement and abide by the following procedures:

a. Seniority for purposes of a demotion in rank is defined as total service in rank by appointed police officers in the Township in any position(s) covered under either or both of the collective bargaining units (R&F and Superior

Officers). An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.

b. In the event of a demotion in rank, officers shall be demoted in the reverse order of total seniority of all officers within a specific rank in the Police Department. Any employee demoted shall be placed on a recall roster in the event an opening in the officer's prior rank occurs. Recalls shall be based on total seniority by rank in the Police Department.

c. In the event that, a vacancy/opening occurs in the rank held by the demoted officer and is covered by either of the Agreements (R&F and Superior Officers), a demoted officer shall be entitled to be re-assigned to that rank and position based on total seniority in that rank and shall be reinstated to that rank and credited with all prior seniority.

d. The Township shall formally notify the PBA of its intention to possibly demote any officers at least ninety (90) days prior to the submission of the annual budget.

6. The Township agrees that upon notification as per Section 4 above, it shall discuss that matter fully with the PBA and its representatives. Such discussions shall commence no later than two (2) weeks following such notification.

ARTICLE XX
AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the PBA and transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who elects not to become a member of the PBA during the month following written notice from the PBA of the amount of the fair share assessment. A copy of the written notice of the amount of the fair assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the PBA shall be in an amount equal to the regular membership dues, initiation fees and assessments of the PBA, less the cost of the benefits financed through the dues and available only to members of the PBA, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the PBA to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and secure for the Employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- E. Prior to January 1st and July 31st of each year, the PBA shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit, of fair share fee for services.
- F. The PBA shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the PBA. The appeal procedure shall in no way

involve the Township or require the Township to take any action other than to hold the fee in escrow pending the resolution of the appeal.

G. The PBA shall identify, defend and save the Township harmless against any and to 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 taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the PBA to the Township, or in reliance upon the official notification on the letterhead of the PBA, advising of such changed deductions.

H. Membership in the PBA separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefit. The PBA is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to PBA membership. The terms of this Agreement have been made for all Employees in the bargaining Unit, and not only for members in the PBA and this agreement has been executed by the Township after it has satisfied itself that the PBA is a proper majority representative.

ARTICLE XXI
RETENTION OF BENEFITS

A. Except as otherwise provided herein, all rights privileges and benefits which the member of the PBA as mentioned in Article I of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement.

B. The provision of all Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXII
NO-STRIKE CLAUSE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his duties of employment), work stoppage, slowdown, walk-out or any other method which would interfere with police service to the public. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action as defined in Section A, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action which may include possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE XXIII
SAVINGS CLAUSE

In the event any Federal or State legislation, Governmental Regulation or Court Decision causes any Article of the Agreement or part thereof to become invalid, illegal or unlawful, all other Articles and Sections not affected shall remain in full force and effect, and the parties shall re-negotiate any Articles affected.

ARTICLE XXIV
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect from January 2, 2011, until midnight, December 31, 2015.

B. The parties agree that negotiations for a successor agreement modifying, amending, or ring the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have hereto affixed their signatures on this _____ day of _____, 2011.

FOR THE TOWNSHIP OF MULLICA

**FOR MAINLAND PBA #77
(Mullica Twp. R & F)**

James Brown, Mayor

Ray Theriault, President

ATTESTED:
Kimberly Johnson
Township Clerk

Brian Zeck, Shop Steward

SALARY SCHEDULES

2011 – 2015

	Effective <u>1/1/11</u>	Effective <u>1/1/12</u>	Effective <u>1/1/13</u>	Effective <u>1/1/14</u>	Effective <u>1/1/15</u>
Lieutenant	\$88,428	\$90,196	\$92,000	\$93,840	\$95,951
Sergeant	81,412	83,041	84,701	86,935	88,339
Matron/Stenographer	42,968	43,828	44,704	45,598	46,624