

FILE COPY

Collective Bargaining Agreement

by and between

the

Borough of Medford Lakes

and the

Medford Lakes Police Officers Association

For the years: 2009, 2010, 2011, 2012 & 2013

*Agreement by and Between
The Borough of Medford Lakes and the Medford Lakes Police Officers Association
For the Years: 2009, 2010, 2011, 2012 & 2013*

THIS AGREEMENT made and entered into at the Borough of Medford Lakes, County of Burlington, New Jersey this 22nd day, February, 2011, by and between the Borough of Medford Lakes, hereinafter referred to as "Borough", and the Medford Lakes Police Officers Association, hereinafter referred to as the "MLPOA".

ARTICLE I: LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code, or Police Department Rules and Regulations upon the Borough Official or in any way abridge or reduce such authority, all such authority being reserved and retained solely and exclusively by the Borough to the extent consistent with law. The Borough's Personnel Policies and Procedures Manual will be applicable to members of the MLPOA to the extent that they do not conflict with the terms and conditions of this agreement (CBA).

B. Nothing contained herein shall be construed to alter any rights or obligations of any member of the MLPOA as he or she may have under any other applicable Laws and Regulations.

ARTICLE II: RECOGNITION

A. The Borough hereby recognizes the Medford Lakes Police Officers Negotiating Committee, herein referred to as the "MLPOANC" as the exclusive representative of the MLPOA for the purpose of collective negotiations with respect to terms and conditions of employment, and it is acknowledged that this agreement is the product of negotiations between the Borough and "MLPOANC".

Representatives of the MLPOA and MLPOANC shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected hereby, which such determination shall rest solely with the Chief of Police.

B. The parties hereby agree that neither shall interfere with any rights conferred under P.L. 1968 c. 303, of any police officer employed by the Borough, and that they shall not discourage or deprive any police officer of such rights.

ARTICLE III: MANAGEMENT RIGHTS

A. The Borough 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 without limiting the generality of the foregoing, and following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
2. To hire all employees subject to the provisions of applicable law; to determine their qualifications and conditions for continued employment of assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary actions for good and just cause according to applicable law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance

with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV: SALARIES

A. The salaries of all members of the MLPOA covered by this Agreement are set forth in the following schedule which shall become effective upon passage of an appropriate salary ordinance and necessary governmental approvals.

RANK	2009 2%	2010 1%	2011 1.5%	2012 1.5%	2013 1.5%
Sergeant 1 YEAR	\$71,199	\$71,911	\$72,990	\$74,085	\$75,196
Sergeant 2 YEAR	\$73,098	\$73,829	\$74,937	\$76,061	\$77,202
Sergeant 3 YEAR	\$75,174	\$75,926	\$77,065	\$78,221	\$79,394
Sergeant 4 YEAR	\$77,248	\$78,020	\$79,190	\$80,378	\$81,584
Sergeant 5 YEAR	\$79,322	\$80,115	\$81,317	\$82,537	\$83,775

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	2009 2%	2010 1%	2011 1.5%	2012 1.5%	2013 1.5%
Corporal	\$68,793	\$69,481	\$70,523	\$71,581	\$72,655
Officer 8 th Yr	\$67,016	\$67,686	\$68,701	\$69,732	\$70,778
Officer 7 th Yr	\$64,712	\$65,359	\$66,340	\$67,335	\$68,345
Officer 6 th Yr	\$62,405	\$63,029	\$63,974	\$64,934	\$65,908
Officer 5 th Yr	\$60,221	\$60,823	\$61,736	\$62,662	\$63,602
Officer 4 th Yr	\$58,038	\$58,618	\$59,498	\$60,390	\$61,296
Officer 3 rd Yr	\$54,993	\$55,543	\$56,376	\$57,222	\$58,080
Officer 2 nd Yr	\$49,125	\$49,616	\$50,360	\$51,116	\$51,883
Completed Academy and Field Training	\$40,799	\$41,207	\$41,825	\$42,452	\$43,089
Untrained	\$31,810	\$32,128	\$32,610	\$33,099	\$33,596

An annual stipend of \$500.00 will be paid to Officer(s) who fills a Detective position and/or serves as a "Team Leader" during the Contract Year. The payment will be made in December of each Contract Year. A maximum payment of \$500.00 will be made to an individual Officer who may fill both positions during the Contract Year. Stipend shall be prorated, by pay period, if an officer holds either position for part of the contract year.

Payment of salary shall be made bi-weekly, on Fridays. Overtime shall be paid with the regular bi-weekly paychecks.

B. Overtime shall be paid at the rate of one and one-half times (1^{1/2}) the employee's

regular straight-time rate for all hours worked in excess of eighty-four (84) hours in a two week period, where such additional time was due to the officer being held over beyond his regularly scheduled shift to perform additional work, to his being called in to perform additional shift work, to his being called in to perform additional shift work, and for his work in performing extra shifts, except as provided below.

C. (1) If a member of the MLPOA is called in for extra duty, as opposed to being held over during an existing shift, he or she will be guaranteed *a minimum of four (4) hours* of pay at a rate of time and one-half, provided the officer is available to handle calls and perform assigned duties during such time. When an officer is requested to return to duty to assist when driving home or arriving at home and still in uniform he/she shall be compensated from the time their assigned shift ended. When an officer is requested to arrive early for duty, within the assigned shift hour, he/she shall be compensated for one hour at one and one-half times (1.5) his/her rate.

(2) If a member of the MLPOA is scheduled to testify in any court, other than a time when he/she is on active shift duty, he/she is guaranteed a minimum of two (2) hours pay at one and one-half times (1.5) his/her rate.

D. Officers will wear their uniform when appearing in any court.

E. It is recognized by the MLPOA that the presently existing two (2) week work period consisting of seven (7), twelve (12) hour shifts, does not presently violate the provisions of the Federal Fair Labor Standards Act (29 U.S.C.A. §207). It is recognized by the Borough, however, that the MLPOA contends that its members should be paid for an additional four (4) hours, for every two (2) week work period, the MLPOA alleging that their member's normal duty schedule totals eighty-four (84) hours in each two (2) week period. In order to forever terminate this issue (for as long as the 12 hour shift — two week work period shall exist), and to forever bar the MLPOA from alleging this issue in the future as an economic issue either in collective bargaining negotiations, or in PERC arbitration (that it is not being compensated for said four (4) hours for each two week work

period) the Borough **agreed, and did** pay as negotiated compensation memorialized in the **1995 — 1996** agreement, the sum of \$1,250.00, which was added to the base salary of each rank and grade covered by the agreement for the year 1995. It is agreed by the MLPOA that this payment represents full and fair compensation for all hours actually worked in the regular two (2) week work period, thus forever terminating this issue in future negotiations or arbitration. This memorialization shall continue to be reflected in future contracts between the Borough and the Medford Lakes Police Officers Association. The amount of this additional compensation **was** reflected in the 1995 salary schedule.

F. For the purpose of scheduling training or other administrative functions involving members of the MLPOA, the Chief of Police has discretion to alter the 12 hour shift to an 8 hour shift when the training or administrative function is multi day...i.e. three 8 eight hour training days which would substitute two 12 hour shifts.

ARTICLE V: BREAKS

It is recognized between the parties that members shall receive a break time of two (2) hours per 12-hour shift.

ARTICLE VI: MEMBERS ON CALL

A. (1) Each member agrees to call either Central Communications or Headquarters, as soon as possible after receiving a phone message or other communication to do so.

(2) If a member is required to remain on call he/she will be paid for four (4) hours, at the overtime rate for every 24-hour period, while "on call". "ON CALL", shall be defined as a period

of time when a member is designated by the Chief of Police or Lieutenant to remain in the area and be readily available to report for duty, within a reasonable amount of time.

ARTICLE VII: LONGEVITY

A. Longevity pay for continuous extended service shall be determined on the basis of the applicable Borough ordinance or ordinances, and shall be payable biweekly with pay, and shall be included in gross salary.

Longevity pay shall be made at a rate of one hundred dollars (\$100.00) per year of service with the Borough of Medford Lakes, with initial payment to be made beginning after the second year of such service, provided that the maximum amount of longevity pay for any given officer shall not exceed seven percent (7%) of his or her current salary.

ARTICLE VIII: MLPOA DUES

At the written request of any member of the MLPOA, the Borough shall deduct an amount equal to that member's dues to the MLPOA for his or her salary and make payment thereof to the authorized representative at the MLPOA. The Borough shall continue to so deduct until authorized in writing by the member to do otherwise.

ARTICLE IX: SHIFT DIFFERENTIAL

(1) Effective January 1, 1990, all members of the MLPOA shall receive shift work compensation, as compensation for working on shifts.

(2) The amount of shift work compensation shall be 2% of the member's yearly base

salary during contract years 2009 and 2010. For 2011 Shift Differential, shall be 2.5%, 2012 shall be 3% and 2013 shall be 3.5%. Shift Differential shall be payable bi-weekly with pay, and shall be included in gross salary.

ARTICLE X: VACATION, HOLIDAYS, AND PERSONAL DAYS

(1) VACATIONS:

A. Vacations shall be in the amount of sixty (60) duty hours, after the first six (6) months of service, providing the member is performing in a satisfactory manner, one hundred twenty (120) duty hours after the first full year of service, one hundred eighty (180) duty hours after the fifth full year of service, two hundred forty (240) duty hours after the tenth full year of service and three hundred (300) duty hours after the fifteenth full year of service. Vacations shall be used as earned and not carried over from year-to-year.

B. In lieu of specified holidays and personal days, each member shall be entitled to twelve (12) hours per month of holiday/personal day compensatory time off. Such compensatory time off shall be used quarterly and not carried over from calendar quarter to calendar quarter. During the calendar year, each member shall be entitled to an additional twelve (12) hours of holiday/personal day compensatory time off, which such time, may be used at any time during the contract year.

C. In the event that other Borough employees are granted time off that is in excess of the time provided herein; the holiday time off granted to MLOA members shall be at least equal to same. If the time off granted to other Borough employees is less than the time off set forth herein for the MLPOA, the time off for the MLPOA shall not accordingly decrease, but rather shall remain as herein set forth.

If it is not possible for the administration to award these hours off during the specified

period, they will either be automatically carried over, or the member shall be compensated at a straight-time rate for the excess hours, which such decision shall be made by the Borough.

(2) HOLIDAY PAY:

If a member of the MLPOA is scheduled to work on Canoe Carnival Day, Thanksgiving Day, Christmas Day or New Year's Day, or any portion thereof, the officer shall be compensated an additional one-half (.5) times his or her hourly salary as compensation for working such holiday.

If a member of the MLPOA is scheduled off on Thanksgiving Day, Christmas Day or New Year's Day, and is called to active duty under the provisions of Article IV section C1, the member shall be compensated at two (2) times his or her hourly salary for minimum of four (4) hours.

(3) VACATION/HOLIDAY BUY-BACK PROGRAM:

A. A member of the MLPOA, at his/her discretion, may sell back a portion of his/her vacation time. The member must have a minimum of two (2) years continuous service to the Borough of Medford Lakes. Pay shall be the number of hours requested times his straight time hourly salary.

B. For contract year 1994 and every other year thereafter, a qualified member may sell back up to a maximum of sixty (60) hours (5 days) vacation time and must apply for such time prior to December 15th of the preceding year (for budgetary reasons).

C. A member of the MLPOA, at his/her discretion, may sell back a portion of his holiday time. Pay shall be the number of hours requested times his straight time hourly salary.

D. For the contract year 2011 and every other year thereafter, a member may sell back up to a maximum of forty-eight (48) hours (4 days) holiday time and must apply

for such time prior to December 15th of the preceding year (for budgetary reasons). The Chief of Police, at his discretion, may or may not award the buy-back, of holiday time pending budget obligations.

ARTICLE XI: LEAVES OF ABSENCE

A. FUNERAL LEAVE

1. Funeral leave of absence shall be granted to each member of the MLPOA where there is a death in the member's immediate family or where a relative residing in such member's household shall die.

Funeral leave of absence also shall be granted upon the death of the member's mother, father, mother-in-law, father-in-law, son, daughter, brother or sister residing elsewhere.

2. For the deaths of any of those persons set forth in paragraph (1) above, there shall be a leave of three (3) calendar days immediately following the date of death.

3. Funeral leave of absence shall be granted for a period of one (1) calendar day upon the death of a member's grandfather, grandmother or other in-laws.

4. Additional Funeral Leave would be taken from Vacation, Holiday or Sick time (with doctor's note). Consideration may be given for out-of-state burials.

5. If further time is necessary, the member may request such time from the Chief of Police.

B. MILITARY LEAVE

1. Members of the MLPOA who are members of or who become members of the National Guard or of the reserve units of the military forces of the United States or their reserve units who are required to undergo field training therein, shall be entitled to a leave of absence for the period of such field training to a maximum of two (2) weeks for each field training session, and shall receive pay

therefore representing the difference between the member's salary hereunder and the amount that the member receives for such field training from the National Guard or reserve units of military forces. Any member called into extended service with the armed forces of the United States shall be placed upon leave of absence without pay for the period of his service.

2. At the option of a member of the MLPOA, he or she may, if called upon extended military service, use any earned and unused vacation leave of absence

Before initiating the leave of absence without pay, as set forth in this preceding paragraph.

C. SICK LEAVE

1. Except as provided in Sections 2 and 3 below, each member shall be entitled to one and one-quarter (1 1/4) days per month sick leave (15 days per year). Sick days may be accumulated, with 100% entitlement, to payment for same, upon retirement, as defined by the New Jersey Division of Police and Fire Retirement System. There shall be a five (5) year look-back provision, (years 1996-2000), whereupon members shall be entitled to fifteen (15) days per year, less the sick days actually utilized, for sick leave accumulation purposes upon retirement, as defined by the New Jersey Division of Police and Fire Retirement System. The Borough retains the right to request that any member, after being off for three (3) working days, provide a doctor's note describing the illness, and a release to return to work. The Borough may elect to have a member examined by a physician of its own choice, as directed by Manager and Chief. In such event, if the Borough's physician determines that the member is able to work, sick leave shall not be permitted.

D. MATERNITY LEAVE

The Borough agrees, as a matter of policy, co-extensive with the duration of this contract, to provide three (3) calendar days family leave, immediately following the date of birth, with pay for both male and female officers, in the event that a member or spouse of a member gives birth to a child.

ARTICLE XII: MISCELLANEOUS

A. HEALTH BENEFITS

The Borough and the MLPOA agree to change the benefit provider, so long as, the benefits provided are equal to or better than the coverage which was previously provided under the NJSHBP (Aetna) coverage. Any change in benefit plans or providers must be mutually agreed upon by the Borough and the MLPOA. In the event that the current plan fails to meet the equal to or better than coverage the Borough and the MLPOA will work together to procure a plan that is equal to or better than the coverage that was provided with the NJSHBP (Aetna) coverage.

As of April 1, 2011 all members of the MLPOA will be enrolled in the Horizon HSA HMO Access Compatible Plan. It will be the responsibility of the Borough of Medford Lakes to cover the cost of the deductible \$2,500 for single/ \$5,000 for family and the maximum out of pocket expenses of \$5,000 for single/\$10,000 for family. The Borough will reimburse the employee up to 50% of the unused deductible at the end of the coverage year. (April 1st to March 31st defines the coverage year.)

Employees opting to waive health care coverage will receive a pro-rated annual stipend of \$2,500 for single and \$6,000 for family coverage.

B. UNIFORM MAINTENANCE ALLOWANCE

All members of the MLPOA covered under this Agreement for the years 2009, 2010, 2011, 2012 and 2013 shall receive **one hundred and five dollars (\$105.00)** for uniform maintenance allowance. The monthly amount shall be used for repairs and like services. This allowance is to be paid with the last paycheck of each month.

C. COLLEGE TUITION REIMBURSEMENT

Officers pursuing a college degree in criminal justice or other approved related fields of study at an accredited college or university shall be eligible for tuition reimbursement at no more than \$35.00 per credit hour successfully completed, for a maximum of six (6) credits in any one calendar year.

D. PERSONNEL FILE

Each officer shall have the right to inspect his or her personnel file upon giving reasonable times, provided the Chief of Police is present at the time of the inspections, and provided further that the written

notice shall be given at least five (5) days prior to the date of inspection..

E. EVALUATIONS

Any member who receives a satisfactory or better evaluation for their annual evaluation will be promoted to the next step.

Any member who receives what he or she believes to be an unfair or unjust evaluation shall have the right to appeal. The steps for appeal are as outlined:

1. A member shall notify the Lieutenant of Police (or the senior ranking officer if there is no Lieutenant) in writing within a reasonable time of receiving what he or she believes to be an unjust evaluation. The Lieutenant (or the senior ranking officer if there be no Lieutenant) shall then bring the matter to the attention of the Chief of Police. The member shall set forth in detail his or her reasons for objecting to the evaluation. The Chief of Police shall review and render a decision in writing to the member, within ten (10) working days, as to whether he agrees or disagrees with the evaluation.

2. Upon a member receiving a decision from the Chief of Police, he or she shall notify the Chief of Police within five (5) working days if he or she disagrees with the Chief's decision, and wishes to appeal to the Manager. The Chief of Police shall promptly forward all correspondence and written material, including the original evaluation, to the Borough Manager, who shall investigate the matter. The Manager shall retain the right to interview and question any member regarding the member's evaluation.

3. The Manager shall render a decision within thirty (30) days upon receipt of the appeal. The Manager's decision shall be based upon the written material presented to him or her, which shall be final. A copy of his decision shall be given to both the member and the Chief of Police.

F. LIGHT DUTY

1. Injuries. The Police Department's light duty policy is set by the Police Chief in the Department Rules and Regulations issued by the Chief for personnel injuries, the present policy

being effective 8/24/98.

2. Pregnancy. Light duty assignments shall be afforded to female officers during the second trimester of pregnancy as certified by the member's Physician. Any additional time off after the second trimester will be through the use of Vacation, Holiday or Sick time. The Chief shall establish the light duty assignments.

ARTICLE XIII: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by any individual officer and/or group of officers based upon a claimed violation, misinterpretation or improper application of this negotiated Agreement.

2. The term "grievance" and the procedure related thereto shall not be deemed applicable to the following instance:

(a) All things that are by law beyond the scope of the Borough's authority or are limited to the Borough alone.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may, from time-to-time, arise affecting members of the unit. Both parties agree that these proceedings will be kept in an informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with an appropriate superior, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

3. It is understood that the member officers shall, during and notwithstanding the pendency of

any grievance, continue to observe all assignments and applicable rules and regulations of the Borough and Department until such grievance and any effect hereof shall have been fully determined.

C. Procedure

1. TIME LIMITS: The number of days indicated at each level hereinafter shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement of the parties. Failure to meet any of the time limits for the filing, processing or appealing of a grievance by the grievant or Association shall constitute an abandonment of the grievance. A grievance, to be considered under this procedure, must be initiated by the Employee within thirty (30) calendar days of its initial occurrence.

2. LEVEL ONE: Grievance to Chief of Police — A unit member with a grievance as defined hereunder shall present such grievance, in writing, directly or through the Association, to the Chief of Police for decision. The written grievance shall specify:

- a. The nature of the grievance;
- b. The nature and extent of the injury; loss or inconvenience;
- c. The results of previous discussions; and
- d. The employee's dissatisfaction with decisions previously rendered.

3. LEVEL TWO: Appeal to Borough Manger — If the aggrieved employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered by the Chief of Police within fourteen (14) calendar days after the grievance was delivered to the Chief of Police, the aggrieved may, within seven (7) days from a decision by the Chief of Police or within twenty-one (21) calendar days after the grievance was delivered to the Chief of Police, whichever is sooner, submit the grievance to the Borough Manager of the Borough of Medford Lakes.

4. LEVEL THREE: Appeal to Borough Council — If the aggrieved employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered by

the Borough Manager within fourteen (14) calendar days after presentation thereof to the Borough Manager, the aggrieved may, within seven (7) calendar days from the decision by the Borough Manager, or within twenty-one (21) days after the grievance was delivered to the Borough Manager, whichever is sooner, submit the grievance to the Borough Council of the Borough of Medford Lakes. The Borough Council shall review and consider the submitted grievance and issue a decision within thirty (30) days after receipt of the grievance. The decision of the Borough Council shall be final and binding for all grievances except:

- a. Those from which there is an established appeals procedure through an appropriate governmental agency or court;
- b. Those that concern themselves with the application of violation of the terms and conditions of employment as specified in writing in this Agreement.

5. LEVEL FOUR: Arbitration — If the aggrieved is dissatisfied with the decision of the Borough Council, and if the grievance pertains to a violation of the terms and conditions of employment as specified in this Agreement between the Borough Council and the MLPOA, the employee or Association may request the appointment of an arbitrator, such request to be made known to the Borough Manager no later than ten (10) calendar days after the decision of the Borough Council, said request to be made in writing.

The Borough Association or employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the parties may submit a request for a list of arbitrators from the State of New Jersey Public Employment Relations Commission.

To the extent that the arbitrator's decision is in accordance with the provisions of this section, it shall be final and binding upon all parties.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Borough of Medford Lakes. Only the Borough, the Association and the aggrieved shall be given copies of the arbitrator's opinion and award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

The Borough Association or employee shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in the Article.

No grievance involving back pay shall be retroactive for more than thirty (30) days beyond the date on which the grievance was initially presented in writing.

The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough Association and employee. Any other expenses shall be paid by the party incurring the same.

This document constitutes the sole and complete agreement between the parties with respect to the terms and conditions that are set forth herein.

If any of the provisions of this Agreement, or any application of this Agreement, is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

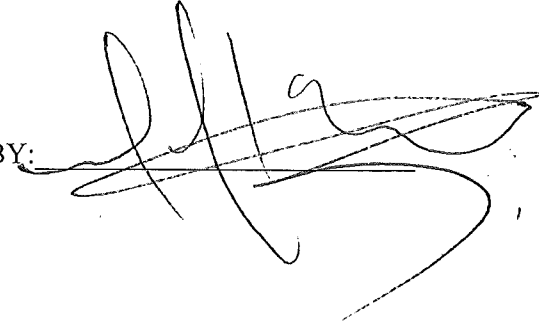
This agreement shall be effective from January 1, 2009 for a five (5) year period of time terminating on December 31, 2013.

IN WITNESS THEREOF, the parties hereto have, by their authorized representatives, signed and sealed
this Agreement.

WITNESS:

BOROUGH OF MEDFORD LAKES

BY:



MEDFORD LAKES POLICE OFFICERS ASSOCIATION

BY:

