

RESOLUTION OF THE TOWNSHIP OF JACKSON
JACKSON, NEW JERSEY

RESOLUTION NUMBER: 377R-10

DATE OF ADOPTION: 8/24/10

TITLE: AUTHORIZE THE EXECUTION OF CONTRACT AMENDMENT TO THE 2007, 2008, 2009 AND 2010 CONTRACT BETWEEN TOWNSHIP OF JACKSON AND SOA LOCAL 168-A

Council Member Updegrave presents the following resolution.


Seconded by Rivere 1 of 1

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

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

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

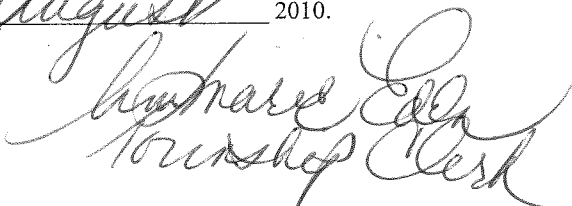
1. The SOA Contract for the years 2007 – 2010 is hereby amended with a copy of which is annexed hereto, and is made a part thereof of the 2007 – 2010 SOA Contract. The amendment is hereby accepted by the Township of Jackson, and the Mayor is hereby authorized to execute same, and the execution of said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


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

DATED: 8/24/10

| RECORD OF VOTE | | | | COUNCIL VICE PRES. | COUNCIL PRESIDENT |
|------------------|----------------|---------------|---------------|--------------------|-------------------|
| TOWNSHIP COUNCIL | Michael Kafton | Bobbie Rivere | Ann Updegrave | Kenneth Bressi | Scott Martin |
| YES | | ✓ | ✓ | ✓ | |
| NO | | | | | |
| ABSTAIN | | | | | |
| ABSENT | ✓ | | | | ✓ |

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 24 day of August 2010.


Ann Marie Eden
Township Clerk

**ADDENDUM TO 2007-2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN
TOWNSHIP OF JACKSON**

-AND-

JACKSON PBA SUPERIOR OFFICERS LOCAL #168A

WHEREAS, the Jackson PBA Superior Officers Local #168A (hereinafter referred to as the SOA) and the Township of Jackson (hereinafter referred to as the Township) are parties to a collective negotiations agreement applicable to all regular, full-time superior officers of the Jackson Township Police Department excluding Police Officers, Sergeants, Director of Public Safety, Deputy Director of Public Safety, Chief of Police and Deputy Chief of Police, the terms of which will expire on December 31, 2010; and

WHEREAS, the Township recently advised the SOA as to the possibility of laying a certain number of police officers off and/or demoting others due to economic and other financial pressures; and

WHEREAS, in order to avoid the necessity of any layoffs the Township and the SOA have agreed to modify and otherwise amend the terms of the 2007-2010 collective bargaining agreement; and

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

1. Article 20, Section 1, shall be amended so as to eliminate the annual clothing and maintenance allowance for calendar year 2010 only. Instead, each SOA member shall contribute the sum of \$1,650 to cover the cost for their clothing and maintenance expenses. Again, this clothing and maintenance allowance "give back" shall be for calendar year 2010 only and shall be collected by the SOA through bi-

weekly deductions. Upon collection of said sum from each and every member, the SOA will then forward said payments to the Township. It is further agreed that said deductions will commence with the first paycheck in July, 2010 and continue through the last paycheck in December. It is expressly understood and agreed that the clothing and maintenance allowance "give back" referenced herein shall only be for calendar year 2010. Therefore, if a successor collective bargaining agreement is not in effect as of January 1, 2011, the terms of the 2007-2010 collective bargaining agreement, including the entitlement to receive a clothing and maintenance allowance of \$1,400 shall survive the expiration of said contract.

2. Article 10, Section 1 shall be amended so as to add the following clause:

Currently, SOA members may elect to be paid for overtime worked in either cash or compensatory time off. Between the period of July 1, 2010 and December 31, 2010, SOA members shall only be compensated for overtime worked in the form of compensatory time. However, if a member's compensatory time bank exceeds 480 hours, said member shall be paid for all overtime worked thereafter in cash.

3. Article 10, Section 4 shall be amended so as to add the following clause:

For the period of July 1, 2010 to November 1, 2010, an employee may only be allowed to receive payment for his or her compensatory time up to 50 hours. It is further understood that in the event that any officer already received payment for up to 50 hours of compensatory time in 2010 prior to the execution of this Addendum, said officer shall be permitted to cash in an additional 50 hours of compensatory time this year. The above restrictions shall not apply to any employee who retires or otherwise separates from employment from the Township as said member shall be entitled to be paid in cash for all compensatory time earned and accrued as of the date of his/her retirement or separation of employment.

4. In the event of vacancies created at any rank due to retirement or other circumstances, the Township agrees to fill said vacancies within sixty (60) days.

5. The above modifications to the 2007-2010 collective bargaining agreement have been entered into with the express understanding that the Township

will not effectuate any reduction in force of any kind within the Police Department for a period of one (1) year, commencing from the date of the execution of this Agreement. It is further understood that in the event the Township effectuates any reduction in force of any kind during the aforesaid one year period, all of the provisions of his Agreement shall be null and void and all monies previously tendered by the SOA pursuant to this Agreement shall be immediately returned by the Township.

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

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

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

25 day of August, 2010.

Township of Jackson

By: [Signature]
Township Mayor

Date: 8-25-10

Attest:

[Signature]
Township Clerk

Date: 8-25-10

**Jackson PBA
Superior Officers Local #168A**

By: [Signature]
SOA President

Date: 8-25-10

Witness

[Signature]

Date: 8-25-10