

AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY

COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

JACKSON POLICEMEN'S BENEVOLENT ASSOCIATION

SUPERIOR OFFICERS LOCAL – 168A

FOUR (4) YEAR CONTRACT

EFFECTIVE JANUARY 1, 2007 THROUGH DECEMBER 31, 2010

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ARTICLE 1
PREAMBLE – WITNESSETH
PREAMBLE

This agreement made and entered into in Jackson Township, New Jersey this Day of _____, 2007 between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the “Township” or “Employer” and the Jackson Policemen’s Benevolent Association, Superior Officers Local 168-A, or hereinafter referred to as the “S.O.A.” or “Officers”, as herein referred to denotes all S.O.A. members.

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its superior officers and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the laws and established practices not modified by this agreement.

Now, therefore, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the officers of the employer recognized as being represented by the S.O.A. as follows:

ARTICLE 2

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the S.O.A. as the sole and exclusive representative of all superior officers as defined in Article 2, Section 2, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

Section 2. The Bargaining Unit shall consist of all regular full-time superior officers of Jackson Township now employed or hereinafter employed excluding Police Officers, Sergeants, Director of Public Safety, Deputy Director of Public Safety, Chief of Police and Deputy Chief of Police.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

Section 5. All references made to the Chief of Police shall be changed to read "Chief of Police, and/or Director of Public Safety".

ARTICLE 3

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective Bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the governing body of the employer or its designee (excluding Patrolmen and Sergeants), and the President of the S.O.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the rules and regulations of the Public Employment Relations Commission.

Section 3. Ordinarily not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE 4 DISCRMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the officers represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce officers into membership. Neither the Employer nor the Association shall discriminate against any officer because of race, creed, color, national origin, or political affiliation.

Section 2. Pursuant to Chapter 123, Public Law of 1974: The Township hereby agrees that every Superior Officer shall have the right to freely organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted S.O.A. activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a Superior Officers the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Superior Officer with respect to hours, wages, work assignments, or any terms of conditions of employment by reason of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and or proceedings under this agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action taken on the part of the township.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the employer. All of the rights, power and authority possessed by the employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township as Employer, and the S.O.A. as employees, will abide by Title II and IIA of the revised statutes of New Jersey, and the rules and regulations of the Department of Personnel. No provision of this Agreement will, in any way, contravene the authority and responsibility of the Department of Personnel.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various divisions of the Police Department, the right to direct the various divisions, to hire and transfer officers, to combine or eliminate jobs and to determine the number of officers needed for specific job assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.
- (b) Manage officers of the Employer, to hire, promote, transfer, assign or retain officers in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to officers.
- (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an officer for just cause or to lay off officers in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions or employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

Section 4. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal and State Laws.

Section 5. The Union recognizes management's right to record an employee's time in a manner deemed appropriate by management.

ARTICLE 6

SUPERIOR OFFICER'S ASSOCIATION BUSINESS

Section 1. The President or in the event he is not available, his designee of the S.O.A., or if he is unavailable, the next highest ranking S.O.A. Officer available, shall be excused from his work assignment and shall be granted the time off to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, or his designee, shall notify the Director of Public Safety and/or Chief of Police or their designee, and provided further that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative.

Section 2. During annual contract negotiations, the S.O.A. President and the S.O.A. negotiating staff shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township. The S.O.A. President and negotiating team of the Associations Bargaining Unit shall be excused from their work assignment during annual negotiations whenever the S.O.A. President has to meet with said members of the bargaining unit. This time is not to be deducted from any other leave. Such time is limited to an aggregate of twelve (12) hours per month non-cumulative.

Section 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrative or Management Personnel.

Section 4. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

Section 5. No reasonable S.O.A leave shall be denied to the S.O.A. President as applies under Article 6 when requesting such leave to represent the S.O.A., or to conduct S.O.A. business.

Section 6. It shall be agreed that the S.O.A. President or the next highest officer acting in the capacity of the S.O.A. President, shall be permitted to bring directly to the Chief of Police and/or Director of Public Safety any matters deemed by the S.O.A. President to be of such importance that directly requires review by the Chief of Police and/or Director of Public Safety.

Section 7. The township agrees to excuse for the duration of said meeting, the S.O.A. President to attend the regular monthly meeting of the S.O.A. This time/leave not to be deducted from any other time/leave.

Section 8. It shall be agreed that when the S.O.A. President, or if he is unavailable, and another S.O.A. member who is acting as the S.O.A. representative, he shall not be made to use S.O.A. time as outlined in Article 6, Section 1, or any other time while on duty and attends any hearings, interrogations, or interviews that require S.O.A. representation, and also when the Township or its representatives request a meeting with the S.O.A. but not limited to the above.

It is further agreed that since this is a S.O.A. matter, only the S.O.A. President can assign a representative, in his absence to represent any and all S.O.A. members in matters that concern the S.O.A.

Section 9. The S.O.A. assigned representative shall be excused from his work assignment, for the duration of said meeting, to attend the monthly State P.B.A. Delegates meeting.

Section 10. The Township agrees to grant the necessary time off, without loss of pay, to the President and two (2) selected representatives of Local 168-A to attend any National or State Convention of the New Jersey State P.B.A., as provided under N.J.S.A. 11:26C-4.

ARTICLE 7

ACTIVE DUTY HOURS

Section 1. The work day shall consist of not more than eight (8) consecutive hours, except as mutually agreed to by the parties. Superior Officers assigned to the Patrol Platoons as Watch Commanders, shall work a four (4) on, two (2) off schedule. All other Superior Officers shall work a regular five (5) on, two (2) off schedule. The employee may adjust his/her hours within a work week as needed subject to approval by the Director of Public Safety.

Section 2. S.O.A. members assigned to a five (5) on, two (2) off schedule shall be entitled to four (4) Regular Days Off (R.D.O.'s) per year, non accruable. Said R.D.O. days shall automatically be posted on January 1st of each calendar year.

Section 3. It is agreed that any SOA member who is an active member of a Reserve or National Guard Unit, in any of the Armed Forces, shall be excused from his/her work assignment for the day or any day that he/she has a scheduled monthly training drill, during the Military Unit's training year.

ARTICLE 8

WAGES

Section 1. The Annual Base Salary for each of the classifications shown for the calendar years 2007, 2008 and 2009 and 2010 are as follows:

Classification	2007	2008	2009	2010
Captain 14% Above a Lt.'s Base of 14% Above Sgt. (TP+14%+14%+14%) (Appt. to ranks of Sgt., Lt. and Capt. Prior to 1/1/00)	133,671	145,270	150,936	156,823

Captain 12% Above a Lt.'s Base of 14% Above Sgt. (TP+14%+14%+12%) (Appt. to ranks of Sgt. and Lt. prior to 1/1/00 and rank of Captain after 1/1/00)	131,326	142,722	148,288	154,072
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Captain 12% Above a Lt.'s Base of 12% Above Sgt. (TP+14%+12%+12%) (Appt. to rank of Sgt. prior to 1/1/02 and rank of Lt. and Captain after 1/1/00)	129,022	140,218	145,686	151,368
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Captain 12% Above a Lt.'s Base of 12% Above Sgt. (TP+12%+12%+12%) (Appt. to rank of Sgt. after 1/1/02 and rank of Lt. and Capt. after 1/1/00)	126,759	137,760	143,132	148,714
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Lieutenant 14% Above a Sgt.'s Base of 14% above TP (TP+14%+14%) (Appt. to rank of Sgt. prior to 1/1/02 and Lt. prior to 1/1/00)	117,255	127,430	132,400	137,564
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Classification	2007	2008	2009	2010
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Lieutenant 12% Above a Sgt.'s Base of 14% above TP (TP+14%+12%) Appt. 1/1/00-12/31/01 (Appt. to Sgt. prior to 1/1/02 and Lt. after 1/1/00)	115,198	125,195	130,077	135,150
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Lieutenant 12% Above a Sgt.'s base of 12% above TP	113,178	123,000	127,796	132,780
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(TP+12%+12%)
(Appt. 1/1/02 and thereafter)

Section 2. The formula for salaries are based on Top Patrolman (TP) rate plus percentage differential for each rank step thereafter. The salaries for 2007, 2008 and 2009 and 2010 are based on the premise of a 2007 Top Patrolman salary of \$90,225, 2008 Top Patrolman salary of \$98,055, 2009 Top Patrolman salary of \$101,879 and 2010 Top Salary of \$105,852. Should, for any reason, the Top Patrolman base is less than or more than these figures, an adjustment shall be made accordingly to the above salary guide.

Section 3. An officer temporarily assigned by the Director and/or Chief of Police, to the duties of a higher rank and/or position shall receive the minimum pay of the higher rank and/or position for the period of service; "Temporarily Assigned" for the purpose of this section is defined as eight (8) consecutive hours, or one (1) or more consecutive eight (8) hour shifts. In lieu of pay, an officer may elect to receive one hour of straight compensatory time for each consecutive eight hour shift assigned to the duties of the higher rank and/or position.

ARTICLE 9

LONGEVITY

Section 1. Each officer shall be paid, in addition to his current annual wage, longevity increments of fixed amount which shall be computed in the officers base salary, and based upon his years of service with the Jackson Township Police Department in accordance with the following schedule:

Two percent (2%) of his base pay after his first five (5) years of service, and an additional one percent (1%) of his base pay for each additional two (2) years of service, up to a maximum of ten percent (10%) longevity.

Section 2. Beginning January 1st, 1995 and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after January 1st, 1995 shall be entitled to or receive longevity pay.

Section 3. All employees hired prior to January 1st, 1995 shall continue to receive all longevity benefits as outlined in Section 1. of this article.

ARTICLE 10

OVERTIME

Section 1. The employer agrees that overtime consisting of time and one half shall be paid to all S.O.A. members for hours worked in excess of the normal work day.

Section 2. Officers shall not be paid for overtime hours unless such overtime is authorized by the Director of Public Safety.

Section 3. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for any accumulated comp time.

Section 4. An employee may elect to receive payment for his or her compensatory time up to 100 hours per year provided said employee shall notify the township, in writing, no later than November 1st of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

Section 5. It is recognized that a Superior Officer may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour. But in the event an officer is required to report earlier prior to the commencement of a tour of a duty, then the call in section of the S.O.A. contract shall apply. If the officer remains beyond fifteen (15) minutes after the end of a tour, the officer shall be paid the overtime rate for one half hour, and thereafter the officer shall be paid the overtime rate for the actual time worked in excess of the work day.

Section 6. The following provisions shall govern “Call-In”, “Court”, and “Standby”.

(a) All Superior Officers shall be guaranteed a minimum of two (2) hours pay at double time when “Called in for Duty”. For this purpose “Called in for Duty” is defined as the summoning, by notification, of an off-duty Superior Officer to report for duty at a time other than his regularly scheduled shift.

(b) Employees shall be compensated at a rate of time and one

half (1 1/2) his regular rate of pay for actual time worked in Jackson Township Municipal Court. Employees are, however, guaranteed a minimum of four (4) hours pay at his regular straight time rate.

(c) Employees shall be paid at time and one half (1 1/2) with a guarantee of four (4) hours for appearances in all other courts, but only if the appearance arises when the employee is scheduled to be off duty. On duty appearances are part of any employee's regular duties.

(d) Employees shall be paid at time and one-half with a guarantee of four (4) hours for appearance in all other courts, but only if the appearances arise when the employee is scheduled to be off duty. On duty appearances are part of any employee's regular duties. In the event an officer is required to attend a court outside of Jackson Township related to his/her official duties as a Jackson Police Officer, said officer shall receive travel time commencing from when he/she notifies the Jackson Police Headquarters that he/she is en route to said court, or thereafter, when he/she has arrived home.

(e) All Superior Officers ordered to be on "Stand-by" shall be compensated for a minimum of four (4) hours at his regular hourly rate. Additionally, all employees required to be "on call" shall be provided with one (1) hour of compensatory time for each day required to be "on call."

The employee shall have the option of receiving his straight time "Stand-by" compensation in pay or applying it to his comp time. For this purpose, "Stand-by" is defined as any Superior Officer being required to restrict his movements while off duty, and being required to remain at his place of residence during the "Stand-by" period and not being allowed to enjoy his own personal endeavors.

Section 7. At the end of an officer's career, and in his retirement in good standing as a permanent member of the Jackson Township Police Department, the officer shall be paid a lump sum for all unused comp time. In addition, the officer shall receive a five (5%) percent bonus. The bonus shall be calculated on the officer's gross comp time pay. (Example: 100 hours (comp time) x \$30.00 (officer's current rate of pay)=\$3,000.00 x 5% bonus = \$150.00. Total payment to employee is \$3,150.00.

Section 8. Under the Fair Labor Standards Act, Section 778.105, it is agreed that once the beginning time of an employee's work week is established, it remains fixed regardless of schedule of hours worked by him. The beginning of the work week may be changed if the change is intended to be permanent, and is not designed to evade the overtime requirements of the S.O.A. Contract.

Section 9. It is agreed that if an employee makes an arrest while he/she is off duty, he/she shall be paid at the rate of pay as if it were a call-in, as it applies under Article 10 Section 6a of the SOA Contract. All time thereafter, shall be paid at the regular overtime rate as applies under the SOA Contract.

Section 10. It is agreed by both parties that an employee may be ordered to report for duty on their day off, regardless of the type of leave. If the employee is on his/her regular day off and is ordered to report for duty, he/she shall be compensated at one and one-half times his/her hourly rate of pay. If said employee is on a vacation day, comp time or earned vacation time, the same as above applies, except this his/her remaining vacation day, comp time or earned vacation time shall be re-credited to his/her time.

ARTICLE 11

VACATION LEAVE

Section 1. Each officer of the S.O.A. shall be entitled to annual vacation with pay at his regular rate of pay in accordance with the following table:

Five (5) years but less than fifteen (15) years of service – 26 days
Fifteen (15) years but less than twenty (20) years of service – 28 days
Twenty (20) years or more of service – 29 days

Section 2. Vacation leave is to be posted automatically for each member on January 1st of each year. Vacation leave posted on January 1st is to be prorated in the event the 10th, 15th, or 20th anniversary of service falls during the calendar year.

Section 3. Officers may utilize accumulated vacation days, comp time or holiday leave to take off on a Holiday. Approval will not be unreasonably denied.

Section 4. In the event of the death of an officer, the spouse or beneficiary of such officer shall receive the payment for accumulated vacation leave provided for in this article.

Section 5. An employee shall be permitted to take up to four (4) consecutive weeks of vacation, at one time, if approved by the Chief of Police or Director of Public Safety. An employee must give at least forty eight (48) hours written notice when applying for vacation leave.

Section 6. Emergency leave deducted from vacation leave may be approved by the Director of Public Safety or his designee. Officers shall state the reason for said emergency request.

Section 7. Officers who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a doctor's certification is presented.

Section 8. Officer shall have the right to accumulate unused annual vacation time, up to a maximum of one (1) year's entitlement in addition to the present years entitlement.

Section 9. It is agreed that vacation leave shall be utilized in blocks of a minimum of four (4) consecutive hours. However, an employee shall be permitted to utilize comp time in blocks of less than four (4) consecutive hours.

Section 10. It is agreed that at the end of an S.O.A. member's career, and retirement in good standing, the member shall be paid at his present rate of pay the full amount of any unused vacation. In addition, the officer shall receive a five (5%) percent bonus. This bonus shall be calculated in accordance with the procedures outlined in Article 10, Section 6.

ARTICLE 12

HOLIDAY LEAVE

Section 1. For the year 2007, the following shall be recognized as Holidays paid at eight (8) hours straight time under this Agreement.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. For the year 2007, it is recognized by both parties that officers of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays, by working on those dates. Therefore, in lieu of the holiday itself, such officers shall receive compensation at time and one half in accordance with his/her regular rate of pay. In the event any of the aforesaid allowed paid holidays falls on a non working day, said holiday shall be deemed to have fallen on a regular working day, and straight time or eight (8) hours will be paid. The compensation for holiday pay shall be given no later than the first pay period in November for holidays accumulated up to an including October 15th. The compensation for the balance of the holidays for that calendar year shall be paid no later than the second pay period of the following calendar year. Said payments shall be paid by separate check, and not included in the regular payroll check.

Section 3. For the year 2007, in the event of death of an officer, his beneficiary shall receive payment for holidays already accumulated.

Section 4. For the years 2008 and thereafter, there shall be no holiday pay.

ARTICLE 13

SICK LEAVE

Section 1. All S.O.A. members covered by this Agreement shall be granted unlimited sick leave with pay. All employees shall be permitted to use up to forty (40) hours of sick time per calendar year to care for a family member. For purposes of this provision “family member” shall include spouse, children, step-children, life partner, other relative living in the residence of the employee.

Section 2.

(a) Officers hired prior to January 1st, 1995 shall maintain their accrued sick leave up to a maximum of 130 days. At the end of an officers career and retirement in good standing, the officer shall have paid to him/her at their present rate of pay all accrued sick leave up to a maximum of 130 days.

(b) The officer may at his/her option receive payment for their accrued sick leave at any time prior to the termination of their career. Provided said officer notifies the township in writing no later than November 1st, the township will make payment to the officer upon adoption of the following years budget.

(c) Should the officer choose to wait for payment of his/her accrued sick leave until the termination of his/her career, said officer shall be paid a ten (10%) percent bonus in addition to the monies received for the accrued sick leave.

Section 3.

(a) An officer absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating an illness.

(b) The Director of Public Safety or his designee may require proof of illness of employees on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause for disciplinary action.

- (c) At any time the Township requires an employee to be seen by a physician for the purpose of providing acceptable medical evidence, after having been absent on sick leave for a period totaling ten (10) working days, said employee shall be allowed to see the physician of said employee's choice.

Further, when the township requires an employee to be seen by a physician, the township shall reimburse said employee for all costs borne by the employee, which were not paid by said employee's health care coverage. The township shall reimburse the employee for these costs within thirty (30) calendar days of the date of the submission of the bill to the township.

Section 4. In the event of a substantiated illness or injury, the officer shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from the date such illness or injury occurred.

Section 5. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for accumulated sick leave provided for in Section 2. of this article.

Section 6. The Union recognizes the employer's right to require Police Officers to submit to random drug test. Tests shall be performed in accordance with procedures set forth by the New Jersey State Attorney General's Office. Employees who fail a drug test shall be subject to disciplinary action as outlined by the New Jersey Department of Personnel. An officer will not be considered to have refused if said officer's number is called/selected for a random drug test and that officer is reasonably unavailable due to being out of state or reasonably cannot meet, due to his/her location the deadline to report for the drug test within one hour.

Section 7. If an officer is out of work for twelve (12) or more consecutive days due to an illness or injury as well as the restrictions placed upon the officer by a doctor, said officer shall not be bound or restricted to remain in his/her residence and shall be free to conduct personal business. However, an officer out sick with an injury or illness for less than twelve (12) days shall be bound and restricted to remain in his/her residence.

ARTICLE 14

JURY LEAVE

Section 1. Any employee who is summoned to jury duty on a scheduled work day as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

- a. The employee must notify the Director of Public Safety immediately upon receipt of a summons for jury service;
- b. The employee has not voluntarily sought jury service;
- c. No employee is attending jury duty during vacation and/or other time off from township employment;
- d. The employee submits adequate proof of the time served on the jury and the amount received for such service.

ARTICLE 15

INJURY/ILLNESS LEAVE

Section 1. Request for leave of absence with pay for illness/injury in the line of duty, or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40A:14-137.

ARTICLE 16

PERSONAL DAYS

Section 1. Each employee shall be entitled to four (4) personal days for contract year 2007 and each year thereafter. Said personal days must be utilized during the calendar year credited and are non accruable.

Section 2. In the event of the death of an officer, the spouse or beneficiary of such officer shall receive payment for any unused personal days provided for in Section 1.

ARTICLE 17

BEREAVEMENT LEAVE

Section 1. In the event of the death in the employee's immediate family, the employee shall be entitled to four (4) days bereavement leave which must be taken on consecutive work days and which must commence between the day of death and the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year.

Section 2. The term "Immediate Family", for purpose of this Agreement, shall mean and refer only to the following: Father, Mother, Father-In-Law, Mother-In-Law, Stepmother, stepfather, Grandfather, Grandmother, Aunt, Uncle, Spouse, life partner, Brother, Sister, Brother-In-Law, Sister-In-Law, Child, stepchild, Grandchild, or Foster Child of the officer, or the officer's spouse, and it shall also include relatives of the officer, or officer's spouse, residing in the household.

Section 3. Two additional days, if travel time is required, may be authorized by the Director of Public Safety or his designee.

ARTICLE 18

EDUCATIONAL BENEFITS

PART 1. (Existing College Credit Program)

Section 1. All officers who have previously taken a college course and all who enroll in a college course by the second semester of the 1981-1982 school year shall be considered permanently enrolled in the College Credit Program and eligible for all benefits derived from it as those benefits have been applied under the 1979-1980 Collective Bargaining Agreement:

- (a) Any officer holding a recognized Associate Degree, shall be compensated an additional \$700.00 over their annual base salary annually.
- (b) Any officer holding a recognized Bachelor's Degree shall be compensated an additional \$1,350.00 over their annual base salary annually.
- (c) Any officer holding a recognized Master's Degree shall be compensated an additional \$1,550.00 over their annual base salary annually.

Section 2. Degree programs which have received prior approval regardless of their area of concentration may be continued. It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

Section 3. Tuition and text books will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

PART 2. (Subsequent College Credit Program)

Section 1. Thereafter, officers entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

(a) Any officer who earns a recognized Associate Degree shall receive a one time stipend payment in the amount of \$700.00.

(b) Any officer who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1350.00.

(c) Any officer who earns a recognized a Master's Degree, shall receive a one time stipend payment in the amount of \$1550.00.

Section 2. The granting of the one time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one time stipend at each of the higher levels.

Section 3. Tuition and text books will be paid for by the township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

ARTICLE 19

SCHOLARSHIP (CHILDREN OF S.O.A. MEMBERS)

Section 1. Each child of an officer, who dies in the line of duty shall be given a scholarship to a college of their choice at the Township's expense. Said expense/reimbursement shall not exceed \$7, 500.00 per year.

ARTICLE 20

CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. A clothing and maintenance allowance in the amount of \$1,300.00 for contract year 2007, \$1,350 for 2008, \$1,400 for 2009 and \$1,450 for 2010 shall be paid to

each Superior Officer by the Township of Jackson. Said payment to be made by May 15th of each year.

ARTICLE 21

HOSPITAL-MEDICAL PLAN

Section 1. The current program for hospital and medical insurance shall be continued for all officers, their spouse, and their children.

ARTICLE 22

DENTAL PLAN

Section 1. Employer shall continue to provide dental service insurance coverage to all officers at no cost to them. Said plan shall be the New Jersey Delta Dental Plan, Inc. or its equivalent. Said plan shall cover all officers as well as their spouse and children.

ARTICLE 23

OPTICAL PLAN

Section 1. The employer shall provide optical plan coverage for all officers at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the EyeMed Vision Care Plan.

ARTICLE 24

PRESCRIPTION PLAN

Section 1. The employer shall provide full family prescription plan coverage to all employees at no cost to them.

ARTICLE 25

PENSION PLAN

Section 1. The employer, shall with contributions as heretofore, provide pension and retirement benefits to officers covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

Section 2. The township shall provide "Beneficiary Forms" to all S.O.A. members, pursuant to any accumulated benefits and shall be kept on file in said members personnel records.

ARTICLE 26

MEDICAL/PHYSICAL EXAMINATIONS

Section 1. Each officer shall receive a complete medical/physical examination annually. It is agreed that the officer's insurance shall be used to pay same. Any amount not paid by the employee's insurance will be paid for by the township. It shall be the employee's responsibility to schedule said examination. The examination shall be by a doctor of the employee's choice.

ARTICLE 27

LEGAL AID

Section 1. As per N.J.S.A. 40A:14-55, employer agrees to provide legal aid to all officers in suits or other legal proceedings against them arising from incidents in the line of duty. The employer reserves the right to approve or reject any request by an employee or assume responsibility for payment of the services of whatever member of the New

Jersey Bar is contracted to defend that officer unless it is first given the opportunity to determine that said payment of services is reasonable. However, it is mutually agreed that said S.O.A. member shall have the choice of his/her representation.

(a) This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any officer by the employer.

(b) Where a criminal or disorderly persons complaint is filed against an officer and the officer is found to be not guilty or the complaint is otherwise dismissed, the employer shall act to expunge the arrest record of the officer.

Section 2. It is agreed that when a criminal or disorderly complaint is filed against any S.O.A. member while he/she is acting in the performance of their duties, the township agrees to pay said members legal fees as outlined in Resolution 144R-88 and as amended.

ARTICLE 28

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provisions of this Agreement or the application of the Agreement, any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

Section 2. If any provisions of the Agreement are invalid the employer and the S.O.A. members will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 29

PERSONNEL FILE

Section 1. A separate personnel history file shall be established and maintained for each officer covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Chief of Police/Director of Public Safety and Municipal Administrator. No other file, document, or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Section 2. No detrimental document or report shall be placed in the officer's personnel file or otherwise acted upon without prior conference with the officer. The officer shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police and/or Public Safety Director and attached to the file copy.

Section 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the association may be present when requested by the officer concerned.

ARTICLE 30

PROMOTIONS

Section 1. The employer shall take necessary action to have current promotional lists maintained for all ranks.

ARTICLE 31

BILL OF RIGHTS

To ensure that the individual right's of officers in the bargaining unit are no violated, the following shall represent the Superior Officers Bill of Rights:

Section 1. An officer shall be entitled to S.O.A. representation at each stage of disciplinary hearings.

Section 2. No officer shall be required by the township and/or its agents to submit to an interrogation unless the officer is afforded the opportunity of S.O.A. representation.

Section 3. It is agreed that if the employer makes use of a recording device at hearings, meetings, appeals, interviews and investigations, the officer will have the right to make use of his/her own recording device also.

Section 4. In all disciplinary hearings, the officer shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.

Section 5. An officer shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 6. It is agreed by both parties that “no disciplinary action” shall be taken against any S.O.A. member, unless said member is first given the opportunity of having a hearing on said disciplinary action whatever it may be.

Section 7. It is agreed by both parties that the employer or its representatives will set any investigatory interviews sufficiently in advance five (5) days, and to notify said member of interviews, to allow S.O.A. member to first consult with legal counsel or the S.O.A. representative.

Section 8. It is agreed by both parties that the employer or its representatives, will advise the S.O.A. member of the nature of any investigatory interviews, prior to starting such interviews.

Section 9. It is agreed by both parties that no general order or operational order within the Township of Jackson can supercede any Article and Section within the S.O.A. contract.

Section 10. It is agreed by both parties, that when a member is found guilty at any disciplinary hearings and said member was represented by the S.O.A., the township or its

representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing.

ARTICLE 32

OUTSIDE EMPLOYMENT

Section 1. An officer may accept and be employed in an occupation off duty which is not in violation of Federal, State, or County Law, or present rules and regulations. Permission slips shall “not” be required from the employer as a condition for securing or maintaining outside employment while not representing Jackson Township Police Department. However, the S.O.A. member working outside employment shall furnish a telephone number where he can be reached in case of an emergency. In addition, he will furnish the employer’s name and address, and the hours of proposed employment.

ARTICLE 33

MILEAGE ALLOWANCE

Section 1. Members are to be compensated at the rate equal to the current Internal Revenue Service (IRS) rate per mile if a municipal car is not available and the employee’s personal care must be used for any official business.

ARTICLE 34

GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

Section 2. (Verbal Grievance)

(a) Whenever an officer has a grievance, he and the S.O.A. representative shall first present it verbally to his superior.

It is the responsibility of the superior to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the superior must, within the time advise the officer of the inability to do so.

(b) When an officer is informed by his superior that the superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted in writing in accordance with Section 3 herein.

Section 3.

(a) If an officer's complaint is not satisfactorily settled by his or her superior in accordance with Section 2, the officer shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police or Director of Public Safety.

(b) The other copy of the grievance shall be presented by the officer and the S.O.A. representative to his immediate superior to whom the grievance was made verbally. The superior will report the facts and events which led up to its presentation, in writing (typed), including in his report any verbal answer he may have previously given to the officer and the S.O.A. representative concerning this grievance. Within five (5) working days after receipt of the written grievance, the superior must present it, with the information required from him, to the Chief of Police and/or Director of Public Safety.

(c) The Chief of Police and/or Director of Public Safety, S.O.A. representative and officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police and/or Director of Public Safety, must be

forwarded to the Township Municipal Administrator. The Administrator will then consider and formally act on the complaint within ten (10) working days.

(d) The Municipal Administrator, Chief of Police and/or Director of Public Safety, S.O.A. President (or his designee), and the officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Mayor. The Mayor will then consider and formally act on the complaint within fourteen (14) working days.

(e) Since it is intended that most, if not all grievances, can and should be settled without the necessity of references to the Mayor, no grievance will be heard or considered by the Mayor which has not first passed through the above described steps.

(f) Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Mayor and the officers are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the Mayor. Said arbitration shall be governed by the rules and regulations of the Public Employment Relations Commission.

(g) Any award by the arbitrator shall be binding to the parties. The arbitrator's fee, and expenses, if any, shall be borne jointly by the employer and the S.O.A. Preparation and presentation shall be borne separately by each party.

(h) It is the intention of the parties to settle all differences between the employer and the S.O.A. through grievance procedures in accordance with the provisions of the Agreement. Therefore, the employer agrees that it will not lock out their officers, and the S.O.A. agrees that it will not

sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this agreement.

(i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article 35 of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an officer's sole remedy shall be the procedure of an appeal to the Department of Personnel after a hearing and determination by the Mayor. In the event of a suspension, fine, demotion or removal, an officer may elect to follow either the contractual grievance procedure and/or an appeal under the Department of Personnel guidelines.

(j) The S.O.A. shall have a maximum of thirty (30) calendar days to file a grievance with the employer to any issue the association feels is grievable under the terms and conditions of the Agreement and/or matter of circumstance separate and apart from this agreement that the association feels constitutes a grievable issue upon receipt of knowledge thereof.

ARTICLE 35

DISCHARGE AND SUSPENSION

Section 1. No officer shall be disciplined or discharged without just cause. An officer who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article 33 "Grievance Procedure", or in accordance with applicable Department of Personnel rules and regulations and state statutes. In addition, the provisions of N.J.S.A. 40A:14-147, and Ordinance No. 21-86 or as amended, shall apply to such discharge or disciplinary action.

Section 2. In the event an officer is found guilty of any violation or rules and regulations and a fine or suspension is given to said officer there shall be no enforcement of said fine or suspension until the officer has exhausted all means of the township's appeal process.

Section 3. It is agreed by both parties that when a hearing is held on any disciplinary actions, and a determination is made that the S.O.A. member is found guilty, and said member files an appeal, and said appeal is heard before the Mayor or his/her representatives, a determination shall be made within thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

Section 4. If an officer is suspended he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but are not limited to, health insurance, dental insurance, etc. In the event of suspension of 31 days or more it shall be the employees option to continue coverage with the understanding that it shall be the sole responsibility of the employee to pay for said coverage premiums during said suspension.

Section 5. If an officer is suspended, he/she shall not lose any holiday pay benefits if member is made to take suspension during such time a holiday is recognized in this Agreement in accordance with Article 12. However, if the suspension is for thirty one (31) days or more, then said member shall lose that benefit for the period of such suspensions.

Section 6. It is agreed by both parties that when an S.O.A. member is found guilty of any disciplinary action, then said member, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority, Municipal Administrator, etc.

ARTICLE 36

DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect for four (4) years, from January 1, 2007 to and including December 31, 2010, which benefits shall be retroactive to January 1st, 2007. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 2011 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

Section 2. In the event that no new Agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

ARTICLE 37

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective negotiation Agreement between the parties, and contains all benefits to which officers covered by this Agreement are entitled.

In witness thereof, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2007.

Township of Jackson:

Jackson PBA
Superior Officers Local 168-A

By: _____
Mark Seda, Mayor

President

Attest: _____
Ann Marie Eden, RMC
Township Clerk

Witness

