3-0587

THIS DOES NOT CHICULATE

Institute of Management and Lebor Relations

JUL 1 1 1985
RUTGERS UNIVERSITY

**AGREEMENT** 

between

TOWNSHIP OF JACKSON, A BODY CORPORATE COUNTY OF OCEAN, STATE OF NEW JERSEY

and

JACKSON POLICE

SUPERIOR OFFICERS ASSOCIATION

Effective January 1, 1985 through December 31, 1985

# TABLE OF CONTENTS

ARTICLES		PAGE NO
I	PREAMBLE - WITNESSETH	1
II	RECOGNITION AND SCOPE OF AGREEMENT	2
III	COLLECTIVE BARGAINING PROCEDURE	3
IV	DISCRIMINATION AND COERCION	4
V	MANAGEMENT RIGHTS	5
VI	SUPERIOR OFFICER'S ASSOCIATION BUSINESS	7
VII	WAGES	9
VIII	LONGEVITY	9
IX	OVERTIME	10
Χ	ACTIVE DUTY HOURS	11
XI	PERSONAL DAY	11
XII	VACATION LEAVE	12
XIII	SICK LEAVE	13
VIV	INJURY LEAVE	15
XV	BEREAVEMENT LEAVE	15
IVX	HOLIDAY LEAVE	16
XVII	EDUCATION	18
XVIII	CLOTHING AND MAINTENANCE ALLOWANCE	20
XIX	COURT STIPEND	20
XX	MILEAGE	20
XXI	HOSPITAL-MEDICAL BENEFITS	21
XXII	DENTAL PLAN	21
XXIII	OPTICAL PLAN	22
XXIV	PRESCRIPTION PLAN	22
XXV	PENSION PLAN	23
XXVI	LEGAL AID	23
XXVII	SAVING CLAUSE	24
XXVIII	BULLETIN BOARD	24
XXIX	GRIEVANCE PROCEDURE	25
XXX	DISCHARGE AND SUSPENSION	29
XXXI	DURATION OF AGREEMENT	30
XXXTT	COMPLETENESS OF AGREEMENT	31

#### ARTICLE I

19.8

## PREAMBLE - WITNESSETH

## PREAMBLE

This Agreement made and entered into in Jackson Township,

New Jersey, this day of , 198 , 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 Police

Superior Officers' Association", 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 harmoniuous 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 law and established practices not moedified 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 II

## RECOGNITION AND SCOPE OF AGREEMENT

#### Section 1.

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

## Section 2.

The bargaining unit shall consist of all of the regular full-time Officers of the Police Department of Jackson Township now employed or hereinafter Officers excluding Patrolmen, Sergeants and the 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.

## ARTICLE III

## 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, Sergeants, and the Chief of Police), 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 five (5) additional representatives of each party shall participate in collective bargaining meetings.

## ARTICLE IV

## DISCRIMINATION AND COERCION

#### Section 1.

There shall be no discrimination, interference or coercion by the Employer of any of its agents against the Officers represented by the Association because of membership or 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 laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Superior Officer the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, of 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 the Agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action on the part of the Township.

#### ARTICLE V

## 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 prior to the signing of this Agreement are retained exclusively 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 11, Civil Service, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Civil Service Commissioner. No provision of this Agreement will, in any way, contravene the Authority and Responsibility of the Civil Service Commissioner.

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 and 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 revail at all times in the order of any layoff 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 of employment existing prior to the signing of this Agreement which are not specifically covered by this Agreement.

## ARTICLE VI

# SUPERIOR OFFICERS' 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 a reasonable amount of time to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, Delegate, or Officer notifies the Chief of Police or in his absence, his designee and specifically enters on the Department Time Sheet the nature of the Association business; the time out and the time in; and provided further that such time is limited to an aggregate of five (5) hours per month, non-cumulative, and further, such time is to be recorded in the official department Duty Roster.

## 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.

## Section 3.

The Association shall have the right to use the intratownship 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.

## ARTICLE VII

#### WAGES

## Section 1.

Effective January 1, 1985, Superior Officers shall receive as a basic wage for each of the classifications shown for the calendar year as follows:

CLASSIFICATION	WAGES FOR 1985		
Major	\$40,303		
Captain	\$38 <b>,</b> 487		
Lieutenant	\$35,214		

## Section 2.

An Officer temporarily assigned to the duties of a higher rank shall receive the minimum pay of the higher rank for the period of service; "Temporarily Assigned" for the purpose section is defined as eight (8) or more consecutive hours or one (1) or more consecutive eight (8) hour shifts.

# ARTICLE VIII LONGEVITY

#### Section 1.

Each Officer shall be paid, in addition to his current annual wage, longevity increments of fixed amounts which shall be computed in the Officers base salary and based upon his years of service with the Jackson 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 up to a maximum of ten percent (10%) longevity.

## ARTICLE IX

#### OVERTIME

## Section 1.

The Employer agrees that overtime, consisting of time and one half (12) shall be paid to all Lieutenants for hours worked in excess of the normal work day.

## Section 2.

Captains and the Police Major agree that overtime consisting of straight time shall be paid for hours worked in excess of the normal work day.

## Section 3.

Officers shall not be paid for overtime hours unless such overtime is authorized by the Chief of Police.

#### Section 4.

It is recognized that Officers 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 payment shall be paid for a fifteen (15) minute period prior to commencement of a tour, but in the event an Officer is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the Officer shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

## ARTICLE X

## ACTIVE DUTY HOURS

## Section 1.

The work day shall consist of not more than eight (8) consecutive hours.

## ARTICLE XI

## PERSONAL DAY

## Section 1.

Officers shall be entitled to one (1) paid Personal Day per year not accurable from year to year in addition to sick leave authorization in Article XIII.

## Section 2.

Payment shall be made by separate check and shall be paid not later than November 15th provided said Officer did not use said day.

## ARTICLE XII

## 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:

Ten (10) years but less than fifteen (15) years of service
23 days

Fifteen (15) or more years of service 25 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 or 15th anniversary of service falls during the calendar year.

## Section 3.

Officers may utilize accumulated vaction days to take off on Holidays. 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.

## ARTICLE XIII

## SICK LEAVE

## Section 1.

All S.O.A. Officers covered by this Agreement shall be granted sick leave with pay in the amount of seventeen (17) days in the calendar year. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be credited automatically to each Officer on January 1st of each year. The Employer reserves the right to extend sick leave.

## Section 2.

An Officer absent on sick leave may be required to submit acceptable medical evidence substantiating the illness and such Officer's inability to perform any police duties. Employer may take any reasonable steps to varify the illness of an Officer who is absent on sick leave.

#### Section 3.

At the end of an Officer's career, and his retirement in good standing as a permanent member of the Jackson Police Department, the Officer shall cause to be paid to him the full amount of sick leave accrued up to a maximum of 130 days. At the Officer's option, he may elect to take off with pay for such accumulated sick leave accrued at this current rate of pay. However, no additional sick leave shall accrue during this period of time.

## Section 4.

All S.O.A. Officers shall be granted five personal days per year to be deducted from sick leave as defined in Section 1 of this Article. These personal days are in addition to the Paid Personal Day as defined in Article XI of this Agreement.

#### Section 5.

All S.O.A. Officers who have accumulated one hundred and thirty (130) or more sick days as of November 1 of each calendar year shall be entitled to payment of a maximum of six (6) days; provided that no sick leave is taken on the remaining twelve (12) sick days after use of Personal Days as described above. Officers will be paid for remaining sick leave in a calendar year on a two for one basis with the maximum payment being for six (6) sick days.

## Section 5.

Payment of these sick days shall be made by separate check and shall be paid not later than November 15th.

## Section 6.

In the event of the death of any Officer, the spouse or beneficiary of such Officer shall receive the payment for accumulated sick leave provided for in Section 3 of ths article.

#### Section 7.

If resignation of an Officer occurs during the calendar year, unearned sick leave which has already been used by said Officer will be deducted from any final salary payment.

#### Section 8.

With the exception of Part "C", the provisions of Section 20-34, Sick Leave of the Personnel Code shall be applicable to all permanent full-time Officers for illness, injury in the line of duty, or recuperation therefrom. (14)

## ARTICLE XIV

## INJURY/ILLNESS LEAVE

## Section 1.

Request for leave of absence with pay for injury or illness 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. 40:14-137. No accumulated sick leave is to be deducted while I.O.D. leave is being processed.

#### ARTICLE XV

## BEREAVMENT LEAVE

## Section 1.

In the event of death in the "immediate family", a member shall be granted three (3) days funeral leave, which is not to be deducted from any other leave. Such funeral leave is to be granted as many times as may be necessary during any given year. The term "immediate family", for the purpose of this Agreement, shall mean and refer only to the following: the father, mother, mother-in-law, father-in-law, grand-mother, grandfather, grandchild, spouse, child, foster child, sister or brother of the employee or employee's spouse. It shall also include relatives of the employee residing in the employee's household.

## Section 2.

Two (2) additional days, if travel time is required, may be authorized by the Chief of Police or in his absence his designee upon proper application.

## ARTICLE XVI

## HOLIDAY/LEAVE

#### Section 1.

The following shall be recognized as Holidays paid at eight (8) hours straight time under this Agreement:

New Year's Day
Good Friday
Easter Sunday
Memorial Day
Martin King Day
Election Day
Veterans Day
Columbus Day
Washington's Birthday
Lincoln's Birthday
Independence Day
Labor Day
Thanksgiving Day
Friday, Following Thanksgiving Day
Christmas Day

#### Section 2.

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, Officers shall receive compensation at time and one half (1½) in accordance with his regular rate of pay and subject to the provisions of Article V herein. event any of the aforesaid allowed paid Holidays falls on a non-duty day, said Holiday shall be deemed to have fallen on a regular working day and straight time of eight (8) hours will be paid. The compensation for Holiday pay shall be given no later than November 15th for Holidays accumulated to that date. The compensation for the balance of the Holidays of that calendar year shall be paid no later than the second paycheck of the following year.

## Section 3.

Said payment for Holidays, and Court Stipend shall be by seperate check and not included in the regular payroll check.

## Section 4.

In the event the Township Committee grants an additional Holiday to other township employees, the S.O.A. shall enjoy the same benefit.

## ARTICLE XVII

#### EDUCATION

# PART I. (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 1981-82 school year shall be considered permanently enrolled in the <u>College Credit Program</u> and eligible for all the benefits derived from it as those benefits have been applied under the 1979-80 Collective Bargaining Agreement:

- A. Any Officers holding a recognized Associate Degree shall be compensated an additional \$650.00 over their annual rate annually.
- B. Any Officer holding a recognized Bachelor's Degree shall be compensated an additional \$1,300.00 over their annual base salary annually.
- C. Any Officer holding a recognized Master's Degree shall be compensated an additional \$1,500.00 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 or purchase or tuition.

# PART II. (Subsequent College Credit Program)

## Section 1.

Thereafter, Officers entering the <u>College Credit Program</u> for the first time, subsequent to the second semester of the 1981-82 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 \$650.00.
- B. Any Officer who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1,300.00.
- C. Any Officer who earns a recognized Master's Degree shall receive a one time stipend payment in the amount of \$1,500.00.

## 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 XVIII

# CLOTHING AND MAINTENANCE ALLOWANCE

## Section 1.

A Clothing and Maintenance Allowance in the amount of \$750.00 for all Superior Officers shall be paid by the Township of Jackson within thirty (30) days after the adoption of the budget.

#### ARTICLE XIX

# COURT STIPEND

## Section 1.

Each Officer shall be entitled, for the calendar year 1984 to a Stipend in the amount of \$400.00 as total compensation for all court time. Such stipend to be paid on November 15th each year.

## ARTICLE XX

## MILEAGE ALLOWANCE

## Section 1.

Officers are to be compensated at twenty cents (20¢) per mile or the maximum rate allowed all other municipal employees (whichever is higher) if municipal car is not available and personal car must be used for any official business.

#### ARTICLE XXI

## HOSPITAL-MEDICAL PLAN

## Section 1.

The current program for hospital and medical insurance shall be continued for all Officers and their spouse and children.

## ARTICLE XXII

## 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 Dental Service Plan, Inc. or its equivalent. Said plan shall cover all Officers as well as their spouse and children.

## ARTICLE XXIII

## OPTICAL PLAN

# Section 1.

The Employer shall provide each Officer 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 Travelers Vision Care Plan, submitted during negotiations, or its equivalent. An outline of said Plan is annexed hereto as Addendum A.

# ARTICLE XXIV PRESCRIPTION PLAN

# Section 1.

The Employer shall provide full-family prescription plan coverage to all Officers at no cost to them. Said prescription plan shall be The Travelers Prescription Plan or its equivalent.

NOTE: Copies of coverage, claim forms and instructions for the filing of same will be distributed to each Officer of the bargaining unit following the signing of the Agreement.

## ARTICLE XXV

#### 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 Firemens' Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

# ARTICLE XXVI 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 Officer or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contacted to defend that Officer, unless it is first given the opportunity to determine said payment of services is reasonable.

## Section 2.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any Officer by the Employer.

## Section 3.

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.

#### ARTICLE XXVII

## SAVING CLAUSE

## Section 1.

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

## Section 2.

All current policies not covered in the Agreement shall remain in full force, subject to Article V.

## Section 3.

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

## ARTICLE XXVIII

## BULLETIN BOARD

## Section 1.

The Employer will provide a Bulletin Board in a non-public location in Police Headquarters for the use of the S.O.A. for posting notices concerning S.O.A. business and activities. All such notices shall be posted only upon the authority of officially designated S.O.A. representatives and shall not contain salacious, inflammatory or annoying material.

## ARTICLE XXIX

## GRIEVANCE PROCEDURE

## Section 1. (Definition)

A Grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provisions of this Agreement.

## Section 2. (Verbal Grievance)

- A. Whenever a Superior 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) days of the time when it was first presented to him, or failing in that, the Superior must within that time advise the Grievance 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. (Formal Written Grievance)

A. If an Officer's complaint is not satisfactorily settled by his or her Superior in accordance with Section 2, the Officer and the S.O.A. representative 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.

- 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) days after receipt of the written grievance, the Superior must present it, with the information required from him, to the Chief of Police.
- C. The Chief of Police, S.O.A. Representative, and Officer will attempt to find a mutually satisfactory solution to the grievance within five (5) days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police, must be forwarded to the Township Business Administrator. The Administrator will then consider and formally act on the complaint within ten (10) days.
- D. The Business Administrator, Chief of Police, S.O.A. President (or his designee), and the Officer will attempt to find a mutually satisfactory solution to the grievance within five (5) days. Failing a solution, the complaint accompanied by a written report on the matter by the Administrator must be forwarded to the Township Committee. The Committee will than consider and formally act on the complaint within ten (10) days.
- E. Since it is intended that most, if not all, grievances can and should be settled without the necessity of references to the Committee, no grievance will be heard or considered by the Committee 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 Township Committee and the Officer 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) days after the final decision of the Township Committee. 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 expense, if any, shall be borne jointly by the Employer and the S.O.A. Preparation and presentation expenses shall be borne separately by each party.
- H. All relevant papers and documents relating to a grievance and its disposition will be placed in the Officer's Personnel History File.
- I. 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, Employer agrees that they will not lock out his 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.
- J. 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 XXIX 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 Civil Service Commission after a hearing and determination by the Township Committee. In the event of a suspension, fine, demotion or removal, an Officer may elect to follow either the contractural grievance procedure or an appeal under the Civil Service, but not both.

K. The S.O.A. shall have a maximum of thirty (30) 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 or circumstance separate and apart from this Agreement that the Association feels constitutes a grievable issue upon receipt or knowledge thereof.

## ARTICLE XXX

## 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 XXVIII "Grievance Procedure", or in accordance with applicable Civil Service rules and regulations and State Statutes. In addition, the provisions of N.J.S.A. 40A:14-147 and Ordinance No. 38-76 shall apply to such discharge or disciplinary action.

# ARTICLE XXXI DURATION OF AGREEMENT

## Section 1.

This Agreement shall be in effect for one (1) year from January 1, 1985 to and including December 31, 1985. At the termination of the Agreement, it is specifically understood and agreed by and between the parties that any subsequent Agreement between the parties for 1986 and thereafter shall be effective for a period of one year, unless 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) days prior to the expiration date of this Agreement.

## ARTICLE XXXII

## 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 WHEREOF, the parties hereto have hereunto set their hands and seals this day of 198 .

TOWNSHIP OF JACKSON:

BY: /Wm / Adreh

MAYOR

BY:

MAJOR BORDEN APPLEGATE

PRESIDENT S.O.A.

ATTEST:

DAVID T. MILLER SR.

TOWNSHIP CLERK

CAPTAIN WILLIAM MULLIGAN

SECRETARY S. C.A.

RESOLUTION OF THE TOWNSHIP OF JACKSON  JACKSON, NEW JERSEY	
JACKSON, NEW JERSEY  NO. 54/R 84	
TITLE: AUTHORIZING EXECUTION OF SOA CONTRACT FOR 1985	
presents the following	
Man fe man. Resolution,	
Page 1 of 1 dr	
WHEREAS, negotiations were entered into pursuant to of Jackson in the Court 303 as amended between the court of the Court and the court of the court	
Public Law 168, Chapter 303 as amended between the Township Union, relative to rate of Ocean and Jackson Township	
of Jackson in the County of Ocean and Jackson Township Union, relative to rates of pay, hours of work, and other conditions of employment, within the Township of Jackson Township of Jack	
other the Township, and other	
WHEREAS, as a result of these negotiations, agreement was reached regarding these matters;	
NOM mrs	
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE OCEAN, STATE OF NEW TEXTS.	
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY that:	
1 mu -	
1. The Agreement between the Township of Jackson and Jackson Township SOA for the year 1985, a copy of which 1s by the Township of Jackson a part thereof is borok.	
by the Town-till and is made a part than sopy of which is	
ds of the chie execution and the execution and t	
Committee. is hereby ratified by the Township	
2 mb	
<ol> <li>This Contract is approved by the Township of Jackson subject to ratification by the Superior Officers Association.</li> <li>Copies of this result.</li> </ol>	6 9 Said 18
3 Contact Association	
and any other interested parties.	
are to be for this result.	
are to be forwarded to the Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, PO Box 2209, Trenton, NJ 08625 as per N.J.S A 24 19aza,	
PO Box 2209, Trenton, NJ 08625 as per N.J.S.A. 34:13A-8.2.	
per N.J.S.A. 34:13A-8.2.	
- Devel 1. Mille S.	
DAVID T. MILLER SR., TWSP: CLERK	
DAVID T. MILLER ISR., TWSP. CLERK	
RECORD OF VOTE:	
Committeeman: Bates   Borye   Committee   Dep. Mayor	
Borys Carlson Wayor Mayor	
NO	The second secon
NOT VOTING ABSENT	
I. David a	
County of Ocean how how the Township	
I, David T. Miller, 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 Committee on the 1984.	
day of, Township Committee on the	

David T. Miller, Sr.

Elec & .
Twsp Clerk

11/29/84 dr

Approved as to form and

Joseph F. Martone, Twsp. Atty.

contents: