

CONTRACTUAL AGREEMENT

TOWNSHIP OF MEDFORD

AND

MEDFORD TOWNSHIP POLICE

OFFICERS' ASSOCIATION

January 01, 2017 – December 31, 2020

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This Agreement, made this 21st day of March, 2017 between:

Township of Medford, a municipality in the County of Burlington and State of New Jersey, hereinafter referred to as the "Township"

and

Medford Township Police Officers' Association hereinafter referred to as the "Association".

Witnesseth:

Whereas, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniform and non-uniform sworn police officers of the Police Division of the Department of Public Safety, Township of Medford, County of Burlington.

Now, therefore, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Township, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION:

A. The Township hereby recognizes the "Medford Township Police Officers' Association" as the exclusive collective bargaining agent for all uniform and non-uniform sworn police officers.

Any employee who regularly works an average of forty (40) hours or more per week is a full time employee.

ARTICLE II

MANAGEMENT RIGHTS:

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of the law, determine their qualifications and conditions for continued employment or assignment, and promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Municipal Ordinances, Statutes of the State of New Jersey and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

C. The Collective Bargaining Agreement (CBA) shall supersede any policies cited in the Township Handbook and the Police Division Standard Operating Procedures. In that hierarchy, the Police Division Standard Operating Procedures (SOP) shall be superior to the Township Handbook. Any issues not addressed in the CBA or SOP shall be referred to the Township Handbook. The Township further agrees to comply with all applicable Federal and State laws and statutes, as well as any applicable local ordinances.

D. All promotions will be in accordance with applicable laws and shall comply with Medford Township Administrative Code, as well as Police Division Standard Operating Procedures.

ARTICLE III

HOURS AND OVERTIME:

A. The normal working period shall consist of an average of one hundred sixty (160) hours per work period, consistent with the Federal "Fair Labor Standards Act." A work period is equal to twenty-eight (28) calendar days. There shall be an additional twenty-minute setup/breakdown period applied to each workday.

B. An employee who is required to work longer than his/her assigned shift whether eight (8) hours and twenty minutes or twelve (12) hours and twenty minutes shall be paid

overtime at the rate of time and one half of the hourly base pay. Overtime is to be scheduled by the Chief of Police or, in his absence, the senior staff officer in charge. Employees will be paid overtime pay for any time worked over the normal workday as approved by the supervisor on shift.

C. Conditions permitting, an employee shall be entitled to one three-fourths (3/4) of an hour break during an eight (8) hour and twenty minute shift and two three-fourths (3/4) of an hour break during a 12 hour and twenty minute shift, subject to call back, if needed.

D. Any employee covered by this Agreement may, with prior approval and at the discretion of the Chief of Police or his designee, receive compensatory time at the rate of one and one-half hours per hour of overtime worked in lieu of overtime pay.

Compensatory time shall be earned as set down by the Chief of Police.

Compensatory time may only be used at the discretion of the Chief of Police or his designee, and only when such use of compensatory time does not require said employee to be replaced with additional manpower at an overtime rate.

E. In the event any employee covered by this contract is required to use his personal vehicle for Township business, he/she shall be reimbursed at the rate of the mileage reimbursement amount currently in effect for the Township upon submitting vouchers and/or other appropriate records to the Chief of Police or his designee.

F. All employees will be assigned a shift for at least a three month period. At least forty-five (45) days before the end of that period, any employee who desires to change shift shall notify the Chief of Police in writing. No employee shall be assigned to the night-shift longer than two (2) months unless requested by the employee and approved by the Chief of Police. The

Chief of Police shall accommodate the request except in a demonstrated emergency. Each new sixty (60) day schedule shall be posted not less than thirty (30) days before the beginning of the new period.

The Township shall have the right to re-assign employees at the end of the two (2) month period for which employees have been assigned to shifts. In the case of a non-emergent, unexpected event, the Township shall have the right, on seventy-two (72) hours notice, to temporarily re-assign an employee until the end of the unexpected event.

Any involuntary schedule change occurring more than once in a two-week pay period for any non-probationary member shall result in a pay scale two times the normal rate for the remainder of the same pay period. An involuntary schedule change shall be defined as a change in working hours and/or a change in assignment.

The Township shall have the right to re-assign employees without prior notice in the event of an emergency.

G. The School Resource Officers shall work the schedule as adopted by their respective schools. On School Holidays or School Vacations the officer may utilize his earned vacation time if the dates do not conflict with Township Holidays. The SRO shall work the assigned school calendar from September through June. During those months the affected officers shall work their assigned schedules. Nothing in this paragraph shall operate to provide School Resource Officers with more than the holiday and vacation time/allotment provided to other employees covered by this Agreement. Officers assigned to the School Resource Officer Unit will work 8 hour and twenty minute shifts when school is in session. In the summer and during school breaks, the officers will be assigned to the normal work schedule of the Patrol Division or other Division to which they are assigned. If the officer(s) is assigned to a different

shift during the summer/non-school months, the Township shall provide the officer at least thirty days' notice of the assignment.

H. To the extent possible Overtime shall follow departmental seniority for officers to do overtime.

I. All vacation days, sick days, personal days and death leave days taken as full days will either be eight hours or twelve hours depending on the officers assigned shift. In the event an officer works a partial shift the twenty minute setup/breakdown period will be applied to the partial shift. In addition, the twenty minute setup/breakdown period will be applied to all overtime shifts and extra duty assignments.

J. All outside employment postings and/or assignments will be made at least 14 days in advance unless the Township has less than that time period's notice of the outside employment. In that case, the Township shall post notice as soon as possible after receiving notice.

ARTICLE IV

VACATION:

A. Annual vacation leave with pay for officers hired prior to January 01, 2013 is earned as follows:

YEARS EMPLOYED

0 - the end of 1 st year	56 hours
Beginning of 2 nd - the end of the 4 th year	120 hours
Beginning of the 5 th -the end of the 10 th year	152 hours
Beginning of 11 th - the end of the 19 th year	176 hours

Beginning of 20th - Retirement 208 hours

B. Annual vacation leave with pay for officers hired after January 01, 2013 is earned as follows:

YEARS EMPLOYED

0 - the end of 1 st year	56 hours
Beginning of 2 nd year to end of the 5 th year	108 hours
Beginning of 6 th year to end of the 11 th year	140 hours
Beginning of 12 th year to end of the 19 th year	164 hours
Beginning of 20 th year to retirement	180 hours

Vacation hours shall be credited to an officer on January 1st of his/her anniversary year (e.g., If officer's sixth year anniversary is March 1, 2018, 140 hours shall be credited to the officer beginning on January 1, 2018). If an officer discontinues service prior to the end of that year, his/her vacation allotment shall be prorated (for purposes of paragraph D. below, based upon the number of days worked for that year). The employee shall reimburse the Township at the employee's straight time rate for the number of vacation days taken in excess of the number of days accrued as of the month of termination.

C. As near as practical, all vacations and compensatory time shall be scheduled and taken during the current calendar year. Should an employee decide not to take all allotted vacation days and/or compensatory time during the calendar year, then the employee may accumulate all unused vacation days and/or compensatory time, provided, however, that all accumulated vacation days must be scheduled and taken by December 31st of the following calendar year or the right to said vacation days so accumulated shall terminate.

Should it be determined by the Chief of Police not to be in the best interest of the Police Division for an employee to take all vacation time during the current year, then in such event said employee shall be paid at his regular straight time rate for such unused vacation time or shall accumulate as set forth herein.

The Township may, on a case by case basis, allow the employee to carry up to five (5) additional vacation days into the following calendar year providing the carried days are used within the first quarter. The decision to permit the additional days to be carried is solely at the discretion of the Township and not subject to the grievance procedure.

D. In the event that the employment of any employee is terminated, either voluntarily or involuntarily, the vacation time for the calendar year in which said termination occurs shall be pro-rated on a ratio based on the number of months employed against the total number of vacation days to which the employee would be entitled for that calendar year. The employee shall be paid for the number of any unused vacation days accrued as to the month of termination and, if the termination is voluntary, the employee shall reimburse the Township, at the employee's straight time rate, for the number of vacation days taken in excess of the number of days accrued as to the month of termination. The employee shall receive credit for a full month of any partial month of employment under this paragraph.

ARTICLE V

HOLIDAY AND PERSONAL DAYS:

A. All Officers hired prior to January 01, 2013 will receive 5 personal days each calendar year.

- B. Officers hired after January 01, 2013 will receive the following personal days:
- | | |
|---|--------|
| 1 st year | 2 Days |
| 2 nd year through 7 th year | 3 Days |
| 8 th year through retirement | 4 Days |

A day shall be either a 12 hour day or an 8 hour day, depending upon the employees assigned hours of work on the day the employee takes his/her personal day. Personal days shall be taken singularly unless otherwise approved by the Chief of Police or his designee. Personal days are to be given freely and on short notice, and are considered preferential to vacation days. Personal days requested and taken shall be paid at straight time. Any personal leave not eligible to be taken in any year shall be converted to sick leave at the end of the year. It shall be understood that personal day usage shall be either full days or half days.

C. The members of the Association shall be entitled to a total of thirteen (13) holidays, as set forth below, during each calendar year.

- | | |
|--------------------------------|-------------------------|
| 1. *New Year's Day | 8. Labor Day |
| 2. Martin Luther King, Jr. Day | 9. Veterans' Day |
| 3. Presidents Day | 10. *Thanksgiving Day |
| 4. Good Friday | 11. Thanksgiving Friday |
| 5. *Easter | 12. *Christmas Eve Day |
| 6. *Memorial Day | 13. *Christmas Day |
| 7. *Independence Day | |

D. Employees scheduled to work on any of the designated holidays shall receive straight time.

E. In the event that an employee must work more than his/her scheduled hours on any of the holidays marked with an asterisk, that employee shall be entitled to overtime pay at the rate of double the employee's base pay.

F. In the event that an employee is scheduled and works in a non-overtime capacity on New Year's Day, Easter, or Christmas Day, said employee shall receive one additional day's pay (8 hours and twenty minutes if assigned an 8 hour and twenty minute shift, 12 hours and twenty minutes if assigned to a 12 hour and twenty minute shift on that day) in addition to their regular straight time pay, to be paid during that pay period.

G. An employee may, with prior written approval and at the discretion of the Chief of Police or his designee, take an additional 8 hours off in lieu of any or all holiday pay to which he/she may be entitled, provided such additional time off does not affect minimum manpower scheduling or require said employee to be replaced with additional manpower at an overtime rate.

H. Detectives, School Resource Officers and personnel assigned to administrative positions will be off on the designated holidays (13) listed in Article V. In the event the holiday is on a Saturday or Sunday, the employees will be off on the previous or following weekday as designated by the township. In the event the holiday is on a scheduled school day, SRO's may use the holiday as a floating day off to be used prior to the end of that calendar year as to not impact the school day.

ARTICLE VI

LEAVE OF ABSENCE:

A. **Leave of absence without pay:** The Township Manager may grant a request for leave of absence without pay for periods not to exceed ninety (90) days when such leave is for good cause. Upon termination of leave of absence, the Township shall reinstate the employee in the capacity and at the rate of pay when he/she left. The Township Manager may also grant an

extension of a leave of absence for up to an additional ninety (90) days without pay, but only under unusual circumstances where denial would result in personal hardship and/or deprivation of opportunity to the requesting employee.

Consideration of such requests shall be weighed against the negative effect of such leave on the operations and scheduling of the Police Division. The Township shall continue all health benefits when the request for leave of absence is due to an illness in the immediate family, defined for this subsection as the employee's spouse, child, parent or relative living in the employee's home. In all other circumstances, health benefits shall cease during such periods of leave of absence but the employee may be entitled to reimburse the Township to provide for continued coverage. During such leave time, hours shall not be counted toward longevity nor shall holiday pay be given for holidays falling within the leave period.

B. **Injury in the line of duty**: Employees injured in the line of duty shall not be charged sick leave. The Township shall pay the employee his/her regular pay until medically certified as fit for duty. In the event that the employee receives Workers' Compensation or other disability benefits, the Township's liability pursuant to this section shall be to pay the difference between such benefits and the regular rate of pay for such employee. Alternatively, the Township may, at its election, continue to pay such employee full salary and the employee shall pay or cause to be paid to the Township such payments as may be made to him/her or to the Township in his/her name under Worker's Compensation for Temporary Total Disability Benefits.

C. **Death Leave**: A regular full-time employee who is excused from work because of death in his/her immediate family, as defined herein, shall be paid his/her regular rate of pay for five (5) working days (whether scheduled as an 8 hour day or a 12 hour day) following the

death. Time off with pay as provided in this section shall be used for the purpose of handling necessary arrangements for and attendance at the funeral of the deceased member of the immediate family. For the purpose of this subsection, immediate family is defined as an employee's spouse, parents, children, brother, sister, ward, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent. Immediate family shall also include any relative living in the employee's home. Two (2) scheduled working days (whether scheduled as an 8 hour day or a 12 hour day) death leave with pay shall be granted for the death of all other relatives. Any additional necessary leave is to be approved by the Chief of Police and shall be granted for good cause.

D. **Maternity Leave**: Upon completion of the sixth month of pregnancy, the employee may begin a leave of absence without pay and may continue this leave of absence until three (3) months after childbirth. The employee may renew this leave of absence, upon good cause, for up to an additional three (3) months leave. The Township shall continue health benefits and prescription contributions on said employee when leave of absence is due to pregnancy. During maternity leave, female employees may use vacation, sick, personal leave, and any accumulated sick leave may be used for up to four (4) weeks before childbirth and six (6) weeks after, or eight (8) weeks in the event of a cesarean section delivery. Male employees may use their allotted sick time, up to a maximum of the scheduled work days in two (2) calendar work weeks upon the birth of their child.

Any employee utilizing the time off permitted in this section shall not be penalized for its use. This time shall be considered as honorable service time with respect to longevity, vacation and necessary service time towards retirement.

ARTICLE VII

HEALTH, WELFARE AND RETIREMENT:

A. The township shall provide each and every employee and his/her immediate family with medical insurance coverage in accordance with the New Jersey State Health Benefits Plan or a substantially equivalent plan, which plan(s) provided may require an employee contribution for deductibles, co-payments or excess premium cost in the event the employee elects coverage in excess of the basic plan.

Beginning on January 1, 2013, employees shall contribute to the cost to their health insurance benefits in accordance with Chapter 78, as outlined in the chart attached as Addendum A. Each employee will contribute the percentage of the premium cost as set forth in the attached chart, or 1.5% of their annual base salary, whichever amount is greater, towards the cost of their health benefit premium. If a unit member enrolls in Aetna Freedom 2035 #66, NJ Direct 2035 #56, Aetna Liberty Plan #067 or Omnia Health Plan #057, the Township agrees that the member's Chapter 78 contribution shall be a maximum of 25% of the premium cost during the life of the Agreement, so long as the member remains in one of those plans.

Each time the Township prepares a healthcare cost report of the previous year's health insurance cost, the report will be provided to the Association within seven (7) days.

Employees covered by this agreement hired on or before January 1, 2013 who retire with twenty-five (25) years of service in the New Jersey State Pension System and with twenty (20) years of actual service with the Township of Medford shall receive retiree health benefits for the retiree and his/her spouse and dependents in accordance with the benefits provided by the plan in place for current employees. The retiree shall make health benefit contributions in accordance with the chart in Addendum A at the tier in effect upon their retirement as a percentage of the

premium cost, or 25% of the cost of the premium, or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustment, whichever amount is greater.

Upon the retiree's eligibility for Medicare/Medicaid Part B coverage, the Township of Medford shall pay the Part B premium and provide supplemental health insurance or full insurance to provide coverage equivalent to the plan in place for current employees. The Township of Medford shall provide health insurance for the life of the retiree and for up to sixty days after the retiree's death for the retiree's spouse and dependents.

Employees covered by this agreement hired after January 1, 2013 who retire with twenty-five years of service in the New Jersey State Pension System and with twenty-five years of actual service with the Township of Medford (except Officer Christopher Walsh only who shall be required to have retired with 25 years of service in the New Jersey State Pension System and twenty years of actual service with the Township) shall receive retiree health benefits in accordance with the benefits provided by the plan in place for current employees until the retiree becomes eligible for Medicare/Medicaid or the death of the retiree and shall contribute either (1) 50% of the cost of the coverage; (2) the percentage of premium cost contained in the schedule attached hereto as Addendum A, or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustment, whichever amount is greater. These benefits shall cease upon the retirees eligibility for Medicare/Medicaid Part B coverage at which point the Township of Medford shall pay the amount required for Part B coverage for the life of the retiree. All other benefits coverage, if any, shall be at the retiree's sole cost and expense.

Where the pension system will deduct the retiree's required health benefit contribution, such contribution will be made through the withholding of the amount from their monthly retirement allowance by applying the amount of their annual retirement allowance and any future

cost of living adjustment thereto. Where the pension system will not deduct the retiree's contribution, the retiree must make timely payment directly to the Township of Medford or as otherwise directed by the Township of Medford. The continuation of health coverage is contingent upon the retiree making timely payments toward the health benefit premium.

B. All permanent full-time employees have their dental premiums paid in full by the Township. Full-time employees with less than five (5) years service have the option of covering their dependents via a payroll deduction for dental insurance premiums. After five (5) years of continuous service, the Township shall pay premiums for full-time employees' dependents.

C. The Township shall provide life insurance for each employee in an amount equal to \$40,000.00 per employee. Said insurance coverage shall include a provision for double indemnity in the event of accidental death.

D. In the event of an employee's death due to a work related injury, the Township shall pay any reasonable funeral bill up to a maximum of \$7,500.00. This payment is only to be used for any balance remaining after all insurance coverage for burial expenses have been exhausted. The Township shall assist the primary beneficiary in seeking insurance-claims and other lawful benefits, should the member die while an employee of the Township.

E. The Township shall contribute annually \$100.00 for each sworn police officer toward the premium for a private legal insurance policy. Said policy shall provide benefits for legal defense in the event that the insured is charged with the commission of a crime, offense or civil action for damages arising out of or in the course of employment as an employee of the Police Division. Said benefits for legal defense in such circumstances shall be secondary to the Township's obligation to provide legal defense as provided for by New Jersey State Statutes. The Association shall furnish the Township with full and complete copies of the legal insurance

policies obtained, along with proof of yearly premiums paid by sworn police officers for whom the Township would be obligated to provide legal defense in accordance with New Jersey State Statutes. Within thirty (30) days of presentation and review, the Township shall reimburse the annual contribution to the employee. Should any sworn police officer fail to purchase said policy or pay said premium or co-payment, the Township shall be relieved of its obligation under the provisions hereof to make the annual contribution to said employee.

Subject to the provisions of this Article, in the event that an employee is charged with the commission of a crime or offense arising out of or in the course of his employment as a employee of the Police Division, the Township will pay a reasonable attorney's fee for his/her defense if and as provided by New Jersey State Statute. The provisions of this section shall apply to any employee who terminates employment with the Township under honorable circumstances unless said legal action is in connection with an employee's reason for dismissal.

G. The Township shall continue to pay premium costs for medical insurance coverage in accordance with the New Jersey State Health Benefits Plan or a substantially equivalent plan for an employee permanently disabled during the performance of his/her duties, as well as the spouse and/or dependent children to age eighteen (18), or age twenty-two (22) if a full-time student, unless the employee qualifies for substantially equivalent medical insurance/benefit coverage as may be provided by a State or Federal government, including, but not limited to, Social Security and/or Medicare/Medicaid.

H. The Township shall continue to pay premium costs for medical insurance coverage in accordance with the New Jersey State Health Benefits Plan or a substantially equivalent plan for the spouse and/or dependent children to age eighteen (18), or age twenty-two (22) if a full-time student, of any employee who is killed or dies while in the performance of

his/her duties unless:

- i. The spouse of the deceased police officer remarries. Such re-marriage shall not affect continued coverage for the children of the marriage of the deceased employee; or
- ii. The spouse of the deceased police officer obtains substantially equivalent medical insurance benefit coverage from an employer or any other source; or
- iii. The spouse qualifies for substantially equivalent medical insurance/benefit coverage as may be provided by a State or Federal government, including, but not limited to, Social Security and/or Medicare/Medicaid.

I. The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The amount of the payment will be 25% of the amount saved by the township or \$5000 whichever is less and be made semi-annually in July and December to those employees who sign a waiver for the coming year.

J. The Township shall maintain police professional liability insurance in the amount of five million (\$5,000,000.00) dollars.

K. Should a retired officer be called to court in connection with a case the officer worked on while an active employee, he/she will be compensated at the current rate for an officer of equivalent rank or his/her rate at retirement, whichever is higher, for: reviewing the file in connection with his/her court appearance, case preparation with the prosecutor, and time spent in court. It is expressly understood that this work will be sporadic, unique to each officer

as it is dependent upon the existence of cases that are still active when an officer retires, and that a retired officer has no entitlement to this form of compensation for any cases other than ones he/she worked on when an active employee. Should PFRS modify or suggest modifications to the foregoing, the parties agree to undertake good faith efforts to conform the language to satisfy such modifications.

ARTICLE VIII

PAYROLL DEDUCTION:

A. The Township agrees to deduct from the salaries of Association members, monthly dues for membership in the Association, provided the employee has signed and filed an appropriate written authorization as required by Public Law 1967, NASA 52:14-15.9(e), as amended. The Township payroll clerk shall remit said deductions quarterly on or before January 15th, April 15th, July 15th and October 15th, any and all monies so deducted, along with a list of said deductions, to the Treasurer/Secretary of the Association. The Association shall certify in writing to the appropriate Township official the current rate of membership dues.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of the change and shall furnish the Township new authorizations from its members, showing the authorized deduction for each employee. Said notice of change is to be made to the Township at least thirty (30) days prior to the effective date of such change.

C. The Association shall provide the necessary "check-off authorization" forms and deliver the signed forms to the Township payroll clerk. The Association shall indemnify, defend, save and hold the Township harmless against any and all claims, demands, suits or other forms

of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association to the Township.

ARTICLE IX

CLOTHING AND MAINTENANCE ALLOWANCE:

A. Uniform cleaning shall be provided by the Township at such commercial establishment as the Township shall designate.

B. A clothing allowance shall be provided for each officer assigned to a non-uniform position in the following amounts:

\$1,000 annually

C. The Division of Police shall maintain a Quartermaster system to administer and provide the mandatory uniform equipment and clothing inventory for all employees assigned to uniform and non-uniform positions. The minimum mandatory uniform equipment complement and clothing issue shall be listed within the Department S.O.P. The Township shall provide Police Division new-hires with a complete uniform equipment complement and clothing issue within thirteen months of their hire date, and shall provide employees with replacement uniform equipment or clothing on an as-needed basis subject to the approval of the Chief of Police. All mandatory clothing or equipment changes shall be at the Township expense.

D. Personal property, which is lost or damaged in the line of duty, shall be replaced at like kind and quality at reasonable replacement costs for jewelry items (e.g., rings, bracelets, chains, watches, etc.). The limit is one hundred and fifty dollars (\$150.00).

E. Members of this bargaining unit serving in the Criminal Investigations Unit shall receive the same clothing maintenance benefits as patrol officers (Article IX, Sec A).

F. All reimbursements as requested by unit members shall be submitted by December 1st of each respective year of this Agreement. Failure to submit by this date shall constitute a waiver for reimbursement.

G. The Township shall maintain EMT certification for officers at Township expense. The officers will be responsible for advising the Township 12 months prior to the expiration of their certification. This will allow the township to schedule the recertification classes. In the event that the officer fails to notify the township and the certification expires, the officer will no longer be entitled to the stipend. Officers certified in EMT shall continue to receive the agreed upon wage adjustment. Any officer receiving the E.M.T wage adjustment may be assigned E.M.T. duties.

ARTICLE X

SALARY:

A. The following salary guide will be in place for all officers hired prior to January 01, 2013.

	2017	2018	2019	2020
	2%	2%	2%	2%
11 th Year	\$102,176	\$104,220	\$106,304	\$108,431

B. The following salary guide will be in place for all officers hired after January 01, 2013. The probationary step is one year. Salary for lateral hires shall be at a step no lower than Step 1.

	2017 2%	2018 2%	2019 2%	2020 2%
Academy	\$30,600	\$31,212	\$31,836	\$32,472
Probationary	\$45,900	\$46,818	\$47,754	\$48,709
1	\$48,756	\$49,731	\$50,726	\$51,741
2	\$51,714	\$52,748	\$53,803	\$54,879
3	\$54,572	\$55,663	\$56,776	\$57,912
4	\$58,346	\$59,513	\$60,703	\$61,917
5	\$61,304	\$62,530	\$63,781	\$65,056
6	\$64,466	\$65,755	\$67,070	\$68,412
7	\$67,628	\$68,981	\$70,360	\$71,767
8	\$70,484	\$71,894	\$73,332	\$74,798
9	\$73,646	\$75,119	\$76,621	\$78,154
10	\$76,808	\$78,344	\$79,911	\$81,309
11	\$79,868	\$81,465	\$83,095	\$84,757
12	\$83,132	\$84,795	\$86,491	\$88,220
13	\$86,294	\$88,020	\$89,780	\$91,576
14	\$89,456	\$91,245	\$93,070	\$94,931
15	\$92,312	\$94,158	\$96,041	\$97,962
16	\$95,780	\$97,696	\$99,650	\$101,643

The following guidelines are an understanding reflected in the Salary Guide.

- 1.) The unit members shall only receive Holiday pay as Longevity shall be reflected in the salary guide in effect.
- 2.) All officers shall move to their next respective step on January 1st and increment

movement shall be effective and automatic from that date forward.

- 3.) For the purpose of calculating the compensation for the twenty-minute setup/breakdown period, the annual salary reference in A and B above will be divided by 2080 hours to determine the hourly rate. The extra time worked during the setup/breakdown period will be compensated at the hourly rate and at straight time. This formula will be used for all setup/breakdown periods worked during normal scheduled shifts. All setup/breakdown periods worked while in an overtime capacity shall be paid overtime at the rate of time and one half of the hourly base pay or as stated in Article V Section E.

Stipends

It shall be understood between the Township and the Association that in the event an officer which has been receiving a stipend, which is now incorporated within that officer's base pay is removed from that category, his base salary shall be adjusted to reflect the contractual base salary as contained in the Collective Agreement.

Supplemental compensation shall be paid to those officers serving in the following capacities as designated by the Chief of Police:

Detectives

Detectives assigned to the Criminal Investigations Bureau by the Chief of Police shall have their salary increased by \$2,400 per year.

Administrative Officers

Administrative personnel assigned by the Chief of Police to Administrative duties shall have their salary increased by \$2,400 per year.

Shift Supervisors

Any patrol officer that is required to supervise a shift shall be compensated at a 1st step sergeant's rate of pay. If it is the patrol officer's scheduled day off, he/she shall receive a first step sergeant's time and a half rate.

Police E.M.T.

Officers who are certified EMT's shall have their salary increased by \$2,400 per year.

Current officers who receive the EMT stipend will continue to do so. The officer will be responsible for advising the township 12 months prior to the expiration of their certification. This will allow the township to schedule the recertification classes. In the event that the officer fails to notify the township and the certification expires, the officer will no longer be entitled to the stipend. The following officer's EMT Certifications are active and the officers are receiving the stipend.

- Jeffrey Pultrone 2552
- George Jackson 2559
- William Webb 2567
- Christopher Matson 2575

If, at any time, Jason Deroian #2568 is demoted and returns to this Association he will be eligible for the EMT stipend.

No other officers will be eligible for the EMT stipend unless the certification is required by the township.

Canine Officers

- Canine Officers shall receive an annual stipend of \$3,000 for the care and upkeep of the canine(s).
- K-9 Officers will normally be permitted and expected to attend all required training needed to maintain their certifications during their regularly scheduled shift, a K-9 Officer shall be permitted to receive up to (12) hours compensatory time for attending training on their regular day off. Compensatory time will be earned at the rate of one-hour for each hour the officer attends training up to 12 hours per training day. Such compensatory time must be used by the officer within one calendar year of the date on which it was earned.
- The Township will pay for all food, veterinary, kennel and equipment expenses incurred for the feeding, training and care of the K-9s in accordance with an annual budget submitted by the K-9 officer(s) and authorized by the Chief of Police.

Education

In order to foster a more highly trained and skilled police force a one time education benefit shall be given to members of the bargaining unit who have the following educational degrees:

AA (Associate)	\$500.00
BA (Bachelor of Arts)	\$1000.00
MA (Masters Degree)	\$1500.00

For Officers hired after January 01, 2013 the Education Stipend will be limited to a degree that is directly related to Law Enforcement.

Corporals

Any officer holding the title of Corporal shall have their salary increased \$2,400 per year.

School Resource Officer

Officers who attain the certification of School Resource

Officer National Practitioner will have their salary increased \$2,400 per year.

Traffic Officers

Traffic Officers who attain certification in Advance Crash Investigation will have their salary increased \$2,400 per year.

ARTICLE XI – DELETED

ARTICLE XII

ASSOCIATION RIGHTS AND RESPONSIBILITIES:

A. Authorized representatives of the Association, whose name shall be filed with the Township Manager or his/her designee, shall be permitted to visit any Police Division or Township facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work at the Police Division or Township facility.

B. The Township shall allow a maximum of three (3) employees time off with pay for negotiations with the Township when negotiation sessions are scheduled when any of said employees are scheduled for shift duty. If on duty, such employees shall attend negotiations sessions in the appropriate uniform and be available for duty in the event that the need arises.

C. The President, or in his/her absence, the Vice President of the Association, shall have the right, while on duty, to investigate and process grievances and to attend Association functions.

D. The Association will be responsible for acquainting its members with the

provisions of this Agreement and shall be responsible, insofar as possible, for adherence to the terms of this Agreement by such members. The Association recognizes that the conditions set forth in this article shall be subject to the permission of the Township.

E. On matters pertaining to Health, Safety or Welfare and only when the chain of command has been utilized and unresponsive, the employee shall petition the Association for a direct meeting with the Township Manager.

F. Upon request from the President of the Association, the Township agrees to be reasonable in its consideration of release time for the President to attend to labor issues beyond his scheduled working hours.

ARTICLE XIII

STAND - BY:

Employees placed on authorized stand-by by the Chief of Police or his designee shall be entitled to minimum of four (4) hours with a maximum of four (4) hours compensatory time earned for each twenty-four (24) hours of stand-by time.

INVESTIGATIVE DUTY CALL:

Employees assigned to the Detective Bureau, who shall be required to cover investigative duty call in accordance with the schedule set forth by the Chief of Police or his designee, shall be entitled to the following compensation:

1. Eight (8) compensatory hours earned for covering investigative duty call from 5 p.m., Friday to 9 a.m., Monday.
2. For call back while covering investigative duty call during the week (9 a.m., Monday until 5 p.m., Friday), employees shall receive overtime pay according to the following schedule

in lieu of earning compensatory time.

1- 4 hours (or any part thereof)	4 hours overtime
4- 8 hours (or any part thereof)	8 hours overtime

For call back while covering investigative duty call for the weekend period, employees shall receive a minimum of two (2) hours at the overtime rate of time and one-half.

ALL OTHER CALL BACK

For call back while not covering investigative duty call, employees shall be paid a minimum of two (2) hours at the overtime rate of time and one-half.

COURT TIME:

Off duty court appearances shall be at the overtime rate of time and one-half actual time spent in court. Off duty appearances shall include appearances subsequent to the end of an officer's shift. Officers required to attend court proceedings after working the night shift will be compensated for their stand-by time between the end of their shift and the start of the court proceeding provided such court appearance is scheduled to commence no later than 0930. The stand-by time will be counted against the minimum of two (2) hours pay for all court appearances. During the stand-by time the officer may be assigned other duties, however will not be counted as manpower regarding patrol coverage. An employee shall be paid a minimum of two (2) hours for all court appearances, exclusive of any overtime pay for reassignment. Reassignment shall include any assignment for duty, including court patrol duty, subsequent to the completion of the officer's court appearance. Officers shall be subject to court patrol duty without additional pay prior to the completion of their court appearance.

EMPLOYMENT:

Employees performing non-Township contract work posted and provided through the

Township shall receive a two (2) hour minimum at their overtime rate for all work performed.

ARTICLE XIV

SICK LEAVE:

A. Members of the Association who were hired prior to January 1, 2013 shall be entitled to 112 hours of sick time annually. All other officers shall be entitled to 120 hours of sick time annually.

B. In the case of a new employee, the Township will, above and beyond the provisions of Section A, advance one sick day during the first three months of employment. This sick day shall not be cumulative. The sick day advance, if used, shall be repaid to the Township during the sixth (6th) month of employment by deducting that day from the employee's accumulated unused sick day total.

C. Sick leave may be used for approved purposes only, including sickness of a spouse or children and only when notification is made to the proper authority in sufficient time to secure a replacement for duty. A certification from the employee's doctor may be required as sufficient proof of the need for sick leave. Any unused sick time will accumulate.

D. Subject to the requirements and limitations of the applicable statute, Employees, who retire from service with a minimum of twenty (20) years of service to the Township, shall be paid their accrued but unused sick time up to a maximum of forty-five (45) days.

E. The Township will carry disability insurance for all employees. The plan will have a 180 day eligibility period.

ARTICLE XV

AGENCY SHOP:

A. It is understood and agreed that upon the signing of this Agreement the provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer - Employee Relations Act" (P.:.1941., c.100,N.J.S.A. 34:13A-1 et seq.) shall take effect.

B. Those employees of Medford Township that are in the bargaining unit on the effective date of this Agreement who do not join the union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction.

The representation fee shall be an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments.

C. The union entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in this unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

D. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision. The union shall

intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision but shall cooperate with the union in defending this provision.

ARTICLE XVI

GRIEVANCE PROCEDURE:

A. STATEMENT OF PURPOSE:

1. **Grievance Procedure:** The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problems arising from the terms and conditions of this contract.

2. **Informal Resolution:** Nothing herein shall limit or infringe upon the right of an employee to freely and informally discuss any problem or question with a superior, in lieu of the formal grievance process.

B. EXECUTIVE REMEDY:

The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties.

C. DEFINITIONS:

1. **Grievance:** Any dispute between the Township and an employee concerning either the application or interpretation of this Agreement.

2. **Grievance Committee:** For the purpose of this Agreement, "grievance committee" shall mean the group of employees, duly appointed by the Association to resolve employee's grievances. This committee shall receive all grievances from all employees submitting same, and shall determine the validity for any further action, if any.

3. **Superior Officer:** For the purpose of this Agreement, “superior officer” shall mean the Chief of Police, a designated Captain or Lieutenant.

D. **INITIATION OF GRIEVANCE:**

1. **Written Complaints:** All grievances shall be in writing, signed by the aggrieved party and shall clearly set forth the allegations upon which it is based.
2. **Service:** All grievances shall be personally delivered to the Grievance Committee Chairman within fifteen (15) business days of the occurrence from which the grievance arose.
3. **Representation:** The Grievance Committee shall present the case, if validated. Should the aggrieved employee choose to employ legal counsel, he/she shall do so at his/her own expense or at the Association's expense upon its written authorization.
4. **Waiver:** Failure to serve a written complaint citing a grievance within fifteen (15) business days of its occurrence or its becoming known by the employee upon the Grievance Committee Chairman, the Grievance Committee, or superior officer shall constitute a waiver of any and all right to pursue said grievance.
5. **Extension of Time:** Any extension of time requirements contained in the grievance article may only be extended by the written consent of a superior officer.
6. **Attendance:** Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without

loss of pay or other benefits.

7. **Disciplinary Action:** No disciplinary action shall be commenced without just cause. No member covered by the terms of this agreement shall be discharged, disciplined, reprimanded or reduced in rank without just cause. Any such action shall be subject to the grievance procedure herein set forth. Any formal layoff proceeding taken by the Township will be done on the basis of seniority in accordance with N.J.S.A. 40A:14-143.

E. **DETERMINATION BY THE CHIEF OF POLICE:**

1. **Referral to the Chief of Police:** All grievance complaints must be served upon a superior officer.
2. **Decision by the Chief of Police:** The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within ten (10) business days of receipt of the complaint by the Grievance Committee.

F. **DETERMINATION BY THE TOWNSHIP MANAGER:**

1. **Appeal to the Township Manager:** In the event the aggrieved party is unsatisfied with the Chief of Police's determination, the complainant or the Association may serve a copy of the original complaint upon the Township Manager within ten (10) business days of the decision by the Chief of Police.
2. **Decision by the Township Manager:** The Township Manager shall render a written decision and serve same upon the Grievance Committee within five (5) business days of receipt of the complaint.

G. **DETERMINATION BY ARBITRATION:**

All movement to arbitration shall be based on the decision of the Association's Executive Board as to the merits of the grievance as filed.

1. **Request for Arbitration:** In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the Association may request an arbitrator through the Public Employee's Relations Commission within ten (10) days of the Township Manager's decision.

2. **Choice of Arbitrator:** The choice of arbitrators shall be determined as set down by the rules of the Public Employee's Relations Committee.

3. **Costs of Arbitrator:**

a. In the event the aggrieved party is a member of the Association, the costs of the arbitration shall be shared equally by the Township and Association.

b. In the event the aggrieved party is not an Association member, then the Association shall bear no responsibility for arbitration costs and the grievant shall pay for half the costs.

c. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking in merit or sufficiency so as to be deemed frivolous, the arbitrator may, in his/her sole discretion, assess reasonable counsel fees and costs upon said party.

4. **Effect of Arbitration:** The decision of the arbitrator shall be binding upon all parties.

ARTICLE XVII

INTERNAL INVESTIGATIVE PROCEDURE:

The Township will adopt as the policy and procedure for the conduct of all internal affairs investigations of the Police Division concerning employee discipline, the current New Jersey Department of Law and Public Safety, Division of Criminal Justice, Office of Attorney General Policy of "Internal Affairs Policy & Procedures." Officers shall be offered the opportunity to have an MTPOA representative accompany them when subject to questioning as part of an investigation of a complaint against that officer.

The maintenance of all records contained in the personnel files and Internal Affairs Files will be in accordance with the New Jersey Attorney General's Guidelines and established Departmental Policy.

Each member will be permitted to review their personnel files during normal Township working hours provided that (3) business days' notice is provided.

ARTICLE XVIII

TERM AND RENEWAL:

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect for four (4) years through December 31, 2020 and from year to year thereafter, unless either party gives the other one hundred and fifty (150) days notice of cancellation of the entire Agreement. Renegotiation between the parties of the terms and provisions contained herein shall begin within ten (10) days of receipt of such notice of cancellation.

This Agreement may only be modified by a written agreement by both parties. Upon execution of this Agreement, and except as otherwise agreed, all compensation listed herein

shall be retroactive to January 1, 2017.

ARTICLE XIX

FULLY BARGAINED PROVISION:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal at Medford Township, New Jersey, on the _____ day of, _____ 2017.

ATTEST:


SECRETARY

MEDFORD TOWNSHIP POLICE ASSOCIATION


PRESIDENT

ATTEST:



TOWNSHIP



Addendum A

Health Care Premium Cost Share Tier System

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%