

Collective Bargaining Agreement

by and between

the

Borough of Medford Lakes

and the

Medford Lakes Police Superior Officers Association

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

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

ARTICLE I: LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code, or Police Department Rules and Regulations upon the Borough Official or in any way abridge or reduce such authority, all such authority being reserved and retained solely and exclusively by the Borough to the extent consistent with law.

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

ARTICLE II: RECOGNITION

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

B. Representatives of the MLPSOA and shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected hereby, which such determination shall rest solely with the Chief of Police or Borough Manager if the MLPSOA includes the Chief of Police.

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

ARTICLE III: MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, and following rights:

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

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

ARTICLE IV: SALARIES

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

RANK	2009	2010	2011	2012	2013
Chief of Police	\$96,860	\$99,766	\$102,759	\$105,842	\$109,017
Lieutenant	\$86,994	\$89,603	\$92,292	\$95,060	\$97,912

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

B. Overtime shall be paid at the rate of one and one-half times (1^{1/2}) the employee's regular straight-time rate for all hours worked in excess of eighty (80) hours in a two week period, where such additional time was due to manpower issues caused either the Lieutenant and/or Chief of Police to assume patrol duties.

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

D. It is recognized the Lieutenant and Chief of Police may work ten (10) or twelve (12) hours shifts, away from the normal eight (8) shifts to help augment patrols or fill manpower shortages where necessary.

ARTICLE V: BREAKS

It is recognized between the parties that members shall receive a break time of one (1) hour per shift.

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ARTICLE IX: SHIFT DIFFERENTIAL

(1) Effective January 1, 2008, all members of the MLPsOA shall receive shift work compensation, as compensation for working on shifts.

(2) The amount of shift work compensation shall be 2% of the member's yearly base salary during contract years 2009, 2010, 2011, 2012 and 2013. Shift Differential shall be payable bi-weekly with pay, and shall be included in gross salary.

ARTICLE X: VACATION, HOLIDAYS, AND PERSONAL DAYS

(1) VACATIONS:

A. Vacations shall be in the amount of eighty (80) duty hours after the first full year of service, one hundred twenty (120) duty hours after the fifth full year of service, two hundred sixty (160) duty hours after the tenth full year of service and two hundred (200) duty hours after the fifteenth full year of service. Vacations shall be used as earned and not carried over from year-to-year.

B. In lieu of specified holidays members of the MLPSOA shall follow the Borough holiday schedule. One additional compensatory day (personal day) shall be awarded to each member each year.

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

If it is not possible for the administration to award these hours off during the specified period, they will either be automatically carried over, or the member shall be compensated at a straight-time rate for the excess hours, which such decision shall be made by the Borough.

(2) VACATION/HOLIDAY BUY-BACK PROGRAM:

A. A member of the MLPSOA, at his/her discretion, may sell back a portion of his vacation time. The member must have a minimum of two (2) years continuous service to the

Borough of Medford Lakes. Pay shall be the number of hours requested times his straight time hourly salary.

- B. For contract year 1994 and every other year thereafter, a qualified member may sell back up to a maximum of eighty (80) hours (10 days) vacation time and must apply for such time prior to December 15th of the preceding year (for budgetary reasons).

ARTICLE XI: LEAVES OF ABSENCE

A. FUNERAL LEAVE

1. Funeral leave of absence shall be granted to each member of the MLPSOA where there is a death in the member's immediate family or where a relative residing in such member's household shall die. Funeral leave of absence also shall be granted upon the death of the member's mother, father, mother-in-law, father-in-law, son, daughter, brother or sister residing elsewhere.

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

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

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

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

or Borough Manager.

B. MILITARY LEAVE

1. Members of the MLP SOA who are members of or who become members of the National Guard or of the reserve units of the military forces of the United States or their reserve units who are required to undergo field training therein, shall be entitled to a leave of absence for the period of such field training to a maximum of two (2) weeks for each field training session, and shall receive pay therefore representing the difference between the member's salary hereunder and the amount that the member receives for such field training from the National Guard or reserve units of military forces. Any member called into extended service with the armed forces of the United States shall be placed upon leave of absence without pay for the period of his service.

2. At the option of a member of the MLP SOA, he or she may, if called upon extended military service, use any earned and unused vacation leave of absence Before initiating the leave of absence without pay as set forth in this preceding paragraph.

C. SICK LEAVE

1. Except as provided in Sections 2 and 3 below, each member shall be entitled to one and one-quarter (1 1/4) days per month sick leave (15 days per year). Sick days may be accumulated, with a maximum of \$75,000, to payment for same, upon retirement, as defined by the New Jersey Division of Police and Fire Retirement System. There shall be a five (5) year look-back provision, (years 1996-2000), whereupon members shall be entitled to fifteen (15) days per year, less the sick days actually utilized, for sick leave accumulation purposes upon retirement, as defined by the New Jersey Division of Police and Fire Retirement

System. The Borough retains the right to request that any member, after being off for three (3) working days, provide a doctor's note describing the illness, and a release to return to work. The Borough may elect to have a member examined by a physician of its own choice, as directed by Manager and Chief. In such event, if the Borough's physician determines that the member is able to work, sick leave shall not be permitted.

D. MATERNITY LEAVE

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

ARTICLE XII: MISCELLANEOUS

A. HEALTH BENEFITS

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

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

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

B. UNIFORM MAINTENANCE ALLOWANCE

All members of the MLPSOA covered under this Agreement for the years 2009, 2010, 2011, 2012 and 2013 shall receive **one hundred and ten dollars (\$110.00)** for uniform maintenance allowance. The monthly amount shall be used for repairs and like services. This allowance is to be paid with the last paycheck of each month.

C. COLLEGE TUITION REIMBURSEMENT

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

D. PERSONNEL FILE

Each officer shall have the right to inspect his or her personnel file upon giving reasonable times, provided the Chief of Police is present at the time of the inspections, and provided further that the written notice shall be given at least five (5) days prior to the date of inspection.

F. LIGHT DUTY

1. Injuries. The Police Department's light duty policy is set by the Police Chief in the Department Rules and Regulations issued by the Chief for personnel injuries, the present policy being effective 8/24/98.

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

If any of the provisions of this Agreement, or any application of this Agreement, is held

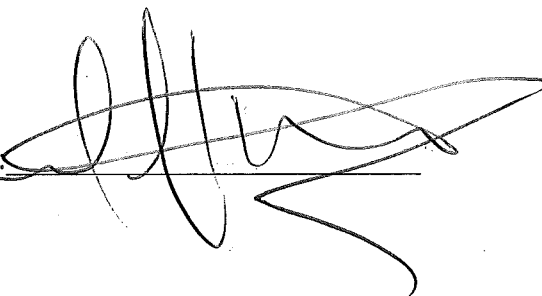
to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

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

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

WITNESS:

BOROUGH OF MEDFORD LAKES

BY: 

MEDFORD LAKES POLICE SUPERIOR OFFICERS ASSOCIATION

BY: 