

Contract # 296

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TOWNSHIP OF PEMBERTON

RESOLUTION NO. 321-1993

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN TOWNSHIP OF PEMBERTON AND PEMBERTON TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

WHEREAS, the Administration and the Council have engaged in negotiations with the Pemberton Township Superior Officers Association, regarding the terms and conditions of a Collective Bargaining Agreement to succeed the current Agreement which expired on December 31, 1991; and

WHEREAS, as a result of said negotiations, the parties have reached agreement on the terms, conditions, and form of a Collective Bargaining Agreement which both parties are authorized to execute; and

WHEREAS, a copy of said Agreement is attached hereto and made a part of this resolution, and the Agreement has been recommended to the Council by the Administration, and the Council finds the Agreement to be fair and equitable and in the best interests of the residents and citizens of the municipality;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pemberton, County of Burlington and State of New Jersey that the attached contract between the Township of Pemberton and the Pemberton Township Superior Officers Association, for the term January 1, 1992 through December 31, 1994, be and the same is hereby approved, and the Mayor and Clerk are hereby authorized to execute their signatures upon the document on behalf of the Township of Pemberton.

PEMBERTON TOWNSHIP COUNCIL

ATTEST:

I herein certify that the foregoing Resolution was adopted by the governing body of the Township of Pemberton on December 2, 1993.

Charlotte C. Newhart
CHARLOTTE C. NEWHART, RMC, TOWNSHIP CLERK

I herein certify this document to be a true and correct copy of the original Resolution as duly adopted by the Governing Body of Pemberton Township at a meeting held on 12/2/93

Charlotte C. Newhart
CHARLOTTE C. NEWHART, RMC, TOWNSHIP CLERK

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AGREEMENT

Between

TOWNSHIP OF PEMBERTON

And

PEMBERTON TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1992 through DECEMBER 31, 1994

Prepared By:

Thomas M. Barron, Esq.
November 17, 1993

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PREAMBLE

This Agreement entered into this day of
1993, by and between the TOWNSHIP OF PEMBERTON, in the County of
Burlington, New Jersey, a municipal corporation of the State of
New Jersey, hereinafter called the "Township", and PEMBERTON
TOWNSHIP SUPERIOR OFFICER'S ASSOCIATION, hereinafter called the
"Association", represents the complete and full understanding on
all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the exclusive collective negotiating agent for all Lieutenants employed in the Police Department.

B. The title of Lieutenant shall be defined to include the plural as well as the singular and males as well as females.

ARTICLE II

MANAGEMENT RIGHTS

A. Except as otherwise provided by law, 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 without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of 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 law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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 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 III

ASSOCIATION DUES

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. These deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. These monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of the 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 such change.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save 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 of salary deduction authorization cards submitted by the Association to the Township.

ARTICLE IV

AGENCY SHOP

A. Representation Fee

The Township agrees to deduct the fair share representation fees from the earnings of those employees who elect not to become a member of the Association and transmit the representation fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township of Pemberton and the New Jersey Public Employment Relations Commission.

B. Computation of Fair Share Representation Fee

1. The fair share representation fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% of the regular membership dues, fees and assessments. Such sum representing a fair share representation fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective

negotiations with the Township.

2. The majority bargaining representative shall provide, sixty (60) days prior to January 1 and July 31 of each year, advance written notice to the Public Employment Relations Commission, the Township and to all employees within the unit, as shall be determined by a list of such employees and furnished by the Township, the information necessary to compute the fair share representation fee for services enumerated above.

3. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Township and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefor. The burden of proof relating to the amount of the fair share representation fee shall be on the majority bargaining representative.

C. Challenging Assessment Procedure

1. Any challenging employee may appeal to a Board consisting of three (3) members appointed by the Governor and undertake such other appeals as may be allowed by law.

2. In the event the challenge is filed, the deduction for fair share representation fee shall be held in the escrow account maintained by the Association pursuant to N.J.A.C. 19:17-4.2 pending final resolution of the challenge.

D. Deduction of Fee

1. No fees shall be deducted by an employee sooner than:

a. The thirtieth (30th) day following the notice of the amount of the fair share fee;

b. Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit;

c. The tenth (10th) day following the beginning of employment for employees entering into work in the negotiations unit from reemployment lists;

d. The date of satisfactory completion of the probationary period of the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any employees in the employ of the Township at the time an agency shop agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date the said agreement becomes effective.

E. Payment of Fee

The Township shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement.

F. Association Responsibility

The Association assumes responsibility for acquainting

its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with the employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Association shall indemnify, defend and save 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 fair share fee information furnished by the Union or its representatives.

ARTICLE V

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, a slowdown or walk-out, it is covenanted and agreed that participation in any such activity by any employee covered under the term of this Agreement shall be deemed grounds for termination of employment of such employees with due process.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such

breach by the Association or its members.

ARTICLE VI

WORK WEEK

A. The normal work week shall consist of forty (40) hours work in a seven (7) day period.

ARTICLE VII

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. From date of hire through third year of service:
Twelve (12) vacation days per year.
2. From beginning of fourth year through tenth year of service:
Fifteen (15) vacation days per year.
3. From beginning of eleventh year through fifteenth year of service:
Twenty (20) vacation days per year.
4. Over fifteen (15) years of service:
Twenty-five (25) vacation days per year.

~~B. A vacation day is an eight (8) hour day.~~

DELETED "B"
[Signature]

ARTICLE VIII

HOLIDAYS

A. Provided vouchers are submitted prior to the regular November meeting of the Township Council, on the first pay day of December of each year, the Township shall pay each Lieutenant an amount equal to one day's pay for each holiday declared or observed by the Township.

1. The holiday begins at 12:00 A.M. (midnight) and extends to 11:50 P.M. on the following day. The employee's hourly rate of compensation on July 1 of the year in which such payment is made shall be utilized in computing said holiday pay.

B. An employee covered by this Agreement who works on any such holiday shall be paid at the rate of time and one-half for all hours worked, to be paid in regular bi-weekly pay.

C. All employees covered by this Agreement must work a regular eight hour shift for a minimum of six (6) of the listed holidays to receive holiday pay as described in Paragraph A.

D. All employees covered under the terms of this Agreement shall celebrate the following paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas
Martin Luther King's Birthday	Easter Monday

ARTICLE IX

LEAVES OF ABSENCES

A. Injury In The Line Of Duty.

1. If an employee, incurred in the line of duty, is incapacitated and unable to work because of an injury he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a medical doctor, until such time as payments commence under Workers Compensation. Thereafter Township shall pay the difference between the employee's regular rate of pay and that paid under Workers Compensation until such time as a medical doctor certifies that the employee is physically able to perform. If the employee is unable to physically perform his/her duties after a one (1) year period, he shall apply for a medical retirement.

2. Any Lieutenant who receives Worker's Compensation benefits for a duty related injury who has not or does not intend to file a third party action or claim agrees to assign to the Township or its Worker's Compensation carrier, or their representatives, any and all unasserted rights, claims and causes of action that the Lieutenant may have against any third party who may be liable or responsible for the Lieutenant's injury or damages.

The Lieutenant shall fully cooperate with the Township, its insurer, carrier or their representatives, in the prosecution of and presentation of such claims or causes of action, including

but not limited to, the provision of required documents, submission to medical examination, answering discovery requests, and the appearance at depositions and trial subject to the other provisions of this Agreement for time reimbursement.

However, if the officer has or intends to assert or file a claim against a third party this paragraph shall not apply.

B. Non Duty Related Disability

The Township shall provide employees injured while off duty a disability benefit equal to sixty percent (60%) of the employee's base pay and longevity for a period up to 120 days commencing immediately upon the exhaustion of the employee's current and accumulated sick leave. During the period that the employee receives such benefits, he or she shall turn over to, or otherwise reimburse the Township for any disability insurance benefits supplied by or through the Township, which benefit is currently a maximum of \$250.00 per week after a stipulated waiting period.

The officer may elect to use the disability insurance plan currently provided by the Township which provides for 26 weeks of benefits at the lesser of 66% of compensation or \$250 per week, thereby retaining his or her sick leave benefits.

C. Personal Leave.

1. The Township shall permit each Lieutenant three (3) personal leave days per year with pay. The Chief of Police will be notified one (1) week in advance except in the case of an emergency. The personal leave days will not be accumulative.

D. Bereavement Leave of Absence.

1. The Township shall provide each officer with three (3) days leave of absence with pay in the event of death in the Officer's immediate family.

2. Immediate family is defined as husband, wife, father, mother, grandfather, grandmother, father-in-law, mother-in-law, brother, sister, child, ward, stepmother, stepfather and stepchildren.

E. Sick Leave Utilization Plan.

1. Employees covered under this Agreement have the option to indefinitely accumulate sick leave or, in any given year, to request payment for any unused sick leave for that year up to a maximum of fifty percent (50%) of that year's sick leave at the employee's rate of pay as of the previous July 1. Payment under this provision shall be made on or about December 15. However, employees must notify the Township that they are electing to receive payment under this provision, in writing, no later than November 1 of each year with the amount of sick leave eligible for payment to be determined as of that date. Furthermore, in order to qualify for payment, an employee must maintain a bank of at least fifteen (15) sick days, not including the days sought for reimbursement.

ARTICLE X

HEALTH AND WELFARE INSURANCE

A. The Township shall continue to provide Blue Cross, Blue Shield and Major Medical insurance benefits. In the event the employee elects to be covered by a HMO plan, the employee shall pay the difference in cost, if any, between the aforementioned insurance benefits and the HMO benefits.

B. The Township agrees to secure a plan of insurance which will pay all costs over the first two dollars (\$2.00) of prescriptions for the employees covered by this Agreement.

C. The Township agrees to secure a plan of dental insurance to cover eligible services which will provide benefits prescribed for the employees covered by this Agreement and that employee's family.

D. The Township will pay up to twenty-five dollars (\$25.00) per family member per year for an eye examination or prescription glasses for an employee or a member of the employee's family.

E. In the event an employee and such employee's spouse are both employed by the Township, the Township shall cover one (1) such individual under an appropriate family or husband and wife plan and the other individual shall receive a two hundred dollar (\$200.00) cash payment per year in lieu of receiving separate insurance coverage.

F. The Township reserves the right to change insurance carriers or plans or to self-insure so long as substantially

equivalent benefits are provided. The Township shall advise the SOA in advance of any prospective change of carriers or plans and in the event the SOA does not agree that the proposed plan provides for substantially equivalent benefits, the matter shall be submitted promptly to arbitration prior to the institution of any such change.

G. An employee covered by this Agreement who has twenty-five (25) years of full time service with the Township of Pemberton and who has reached age fifty (50) is eligible, upon retirement, for continued participation in the Township's health insurance program. This provision covers the employee only.

H. In addition to presently existing insurance benefits, the Township agrees to provide a thirty five thousand dollar (\$35,000.00) term life insurance policy for each employee covered by this Agreement.

ARTICLE XI

CLOTHING MAINTENANCE ALLOWANCE

A. The Township shall pay all employees covered by this Agreement an annual clothing maintenance of \$575.00.

B. A voucher for this payment shall be submitted before the first regular meeting in May of the Township Council and payment shall be made in the first pay period of July.

C. In the event that an employee is not employed for an entire year, the amount payable shall be prorated by the months of service to reflect actual time served.

ARTICLE XII

SALARIES

A. The annual salaries for Lieutenants shall be:

<u>1992</u>	\$42,308.14
<u>1993</u>	\$44,423.55
<u>1994</u>	\$46,533.67

B. All Lieutenants who have completed the following number of years of continuous full time employment with the Township of Pemberton shall be entitled to the specified percentages of longevity pay in addition to their Lieutenant's pay:

5 years --	4%
10 years --	8%
15 years --	12%

Longevity payments shall commence with the next pay period following the date of completion of said service.

C. An employee covered by this Agreement will be paid overtime at a rate of time and one half his regular rate of pay for all overtime hours worked up to seventy-five (75) hours. All overtime hours worked after seventy-five (75) hours will be compensated by compensatory time off at the rate of time and one half. The compensatory time must be authorized by the Chief of Police one week in advance and cannot exceed one (1) day in any five (5) day work week.

D. The Township shall reimburse an officer for the costs of tuition, required course books and directly related supplies for any approved courses taken which lead to a recognized

Associates or Bachelors Degree. Enrollment in the course must be approved in advance in writing by the Mayor, whose approval shall not be unreasonably withheld. The officer shall be required to maintain a "C" average or better in order to receive reimbursement, except that this requirement may be waived by the Mayor when a lower grade is the result of work schedule conflicts, which must be verified in writing.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement or administrative policies and practices. Also included in the scope of grievable items are disciplinary actions which are not appealable to the New Jersey Department of Personnel as a matter of right. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department.

B. Complaints may be initiated by an employee to his superior or the Chief of Police. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the employee or by the authorized Association representative.

C. When the Association wishes to present a grievance for itself, or for an employee or groups of employees for settlement, or when an aggrieved employee wishes to present a grievance, such grievance shall be presented as follows:

Step One:

Within seven (7) working days of the event giving rise to the grievance, the aggrieved employee, the President of the

Association or his duly authorized representative, shall present the grievance to the Chief of Police, or his duly designated representative. The Chief of Police shall answer the grievance within seven (7) working days.

Step Two:

If the grievance is not resolve at Step One or if no answer has been received within the time set forth in Step One, the Association shall present the grievance within five (5) working days in writing to the Mayor, or his designee, as the case may be. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The Mayor, or his designee, as the case may be, shall answer the grievance in writing within fifteen (15) working days after receipt of the grievance setting forth the position of the employer.

Step Three:

If the grievance is not resolved at Step Two, of if no answer has been received by the Association within the time set forth in Step Two, the grievance may be presented in writing within ten (10) working days to the Township Council. The final decision of the Township Council shall be given to the Association in writing within thirty (30) days after the receipt of the grievance.

Step Four:

If the grievance has not been settled by the parties at Step Three of the Grievance Procedure or if no answer in

writing by the Township Council has been received by the Association within the time provided in Step Three, and if the grievance concerns the alleged violation of a specific provision(s) of this Agreement, then the Association may invoke arbitration of the grievance in accordance with Article XIII hereof.

ARTICLE XIV

ARBITRATION

A. Any grievance not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

B. The Association may institute arbitration proceedings when the Grievance Procedure has been exhausted by the requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedure of the Public Employment Relations Commission. A copy of this request shall be forwarded to the Township Council.

C. The costs for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless otherwise agreed by the parties. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties otherwise agree.

E. The arbitrator's decision shall be final and binding on all parties.

F. In no event will an arbitration hearing be conducted in less than thirty (30) days from the answer of the Township Council or the date when such answer was due. In the event the grievance is appealed to the New Jersey Department of Personnel, the employee or the Association shall withdraw the arbitration case and shall be barred from proceeding to arbitration in accordance with this Article. Any expenses incurred by the parties in the filing of such arbitration will be paid by the employee or the Association in the event the matter proceeds to the New Jersey Department of Personnel.

ARTICLE XV

REQUIRED AND PERSONAL EQUIPMENT

A. Required Equipment

The Township shall provide all required equipment, including but not limited to holster, baton, baton holder, belt, handcuffs, handcuff holder and Sam Browne belt and soft body armor, if any of these are required. Employees who have already purchased such equipment shall receive no communication therefor, but shall receive replacement thereof upon presentation of damaged equipment.

B. Personal Equipment

In the event of any of the following personal equipment is lost or damaged during the employee's performance of his duties, the Township shall provide payment up to the amounts indicated upon presentation of an appropriate invoice:

1. Watch -- \$30.00
2. Prescription Glasses -- \$80.00
3. Non-prescription Glasses -- \$20.00
4. Contact Lenses -- \$80.00

ARTICLE XVI

S.O.A. ACTIVITIES

A. The Township agrees to grant a total of fifty-two (52) hours off per year without loss of compensation for use of employees, designated by the Superior Officer's Association, to conduct any business of the Superior Officer's Association. If all of such fifty-two (52) hours are not utilized in any year, such hours shall accumulate and may be utilized in subsequent years. The welfare of the Department shall be considered when time off is required or granted.

ARTICLE XVII

MISCELLANEOUS

A. **Weapons Allowance**

1. Each employee covered by this Agreement who is required to carry a weapon, will receive a weapon's allowance of one hundred dollars (\$100.00) per year, paid in January of each year for the duration of this Agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. However, the Township agrees to comply with the provisions of N.J.S.A. 34:13A-5.3.

ARTICLE XX

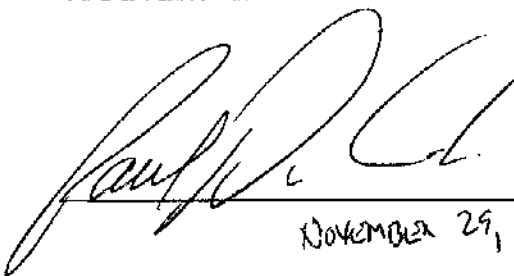
TERM AND RENEWAL

This Agreement shall be effective as of January 1, ~~1991~~^{1992 or} and shall remain in full force and effect until December 31, ~~1991~~^{1994 or}, or until a new Agreement is executed.

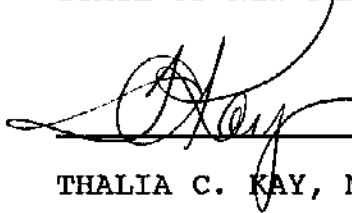
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the 2 day of December, 1993.

PEMBERTON TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION

TOWNSHIP OF PEMBERTON
COUNTY OF BURLINGTON
STATE OF NEW JERSEY



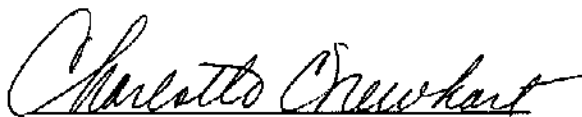
November 29, 1993



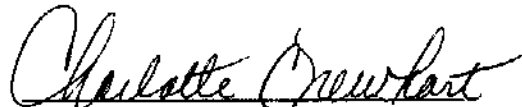
THALIA C. KAY, MAYOR

ATTEST:

ATTEST:



CHARLOTTE C. NEWHART
TOWNSHIP CLERK



CHARLOTTE C. NEWHART
TOWNSHIP CLERK

DATE: Nov. 29, 1993

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