

TOWNSHIP OF PEMBERTON

RESOLUTION NO. 125-1999

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT WITH PBA LOCAL 260 - SUPERIOR OFFICERS ASSOCIATION

WHEREAS, the PBA Local No. 260 - Superior Officers Association ("SOA") and the Township of Pemberton have been negotiating a successor Agreement to a previous Collective Bargaining Agreement that expired effective December 31, 1998; and

WHEREAS, the parties have reached agreement, and have reduced same to a "Memorandum of Understanding Between the Township of Pemberton and PBA Local No. 260 - Superior Officers", which Memorandum of Understanding is attached hereto and made a part of this resolution; and

WHEREAS, the Township Council deems it to be in the best interests of the Township to authorize the execution of said Memorandum of Understanding, which will serve as an amendment to the previous Collective Bargaining Agreement;

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 "Memorandum of Understanding Between the Township of Pemberton and PBA Local No. 260 - Superior Officers" be and the same is hereby approved, and the Mayor is hereby authorized to execute same on behalf of the Township;

BE IT FURTHER RESOLVED that although the Memorandum shall be effective retroactive to January 1, 1999, same shall not become operative until the adoption of the necessary enabling ordinance.

PEMBERTON TOWNSHIP COUNCIL

ATTEST:

I herein certify that the foregoing Resolution was adopted by the governing body of the Township of Pemberton on June 3, 1999.

3: Pemberton.1501\SOAcontract.259\res.auth.exec.agr.pba.6.1.99

MARY ANN YOUNG, CMC, TWP CLERK

*Mary Ann Young*

**Memorandum of Understanding  
Between the Township of Pemberton  
and PBA Local #260-Superior Officers**

**I. Preamble:**

The following constitutes a summary of the agreement by and between the Township of Pemberton ("Township" or "Employer") and PBA Local #260-Superior Officers Association ("Association" or "Unit" or "Union") concerning the resolution of the terms and conditions of employment of all lieutenants employed by the Township of Pemberton.

The parties agree to submit this proposal for ratification and the negotiators for each party agree to recommend the acceptance of the terms contained herein. After ratification by the Pemberton Township Council and the Association shall executed a Collective Bargaining Agreement that shall fully set forth the complete agreement of the parties.

**II Amended Terms:**

**1. Article VI - Work Week:**

This article shall be amended as follows: "As exempt executive or administrative employees members may be required to work such schedules or such additional hours as may be necessary to fulfill the needs of the Department. A member shall not be entitled to overtime compensation in the event that he or she works more than the applicable level or threshold for overtime compensation for section 207(k) law enforcement or fire fighting compensation."

**2. Article VIII - Holidays:**

This article shall be amended as follows:

"A. Members of the Association, as executive and or administrative employees, are entitled to celebrate the following holidays:

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

B. The members may be required to work on a holiday. Such work shall be without additional compensation.

C. There shall not be any holiday pay or compensation for members of the Association.

3. Article IX - Leaves of Absences:

This article shall be amended as follows:

A. Injury in the Line of Duty:

1. .... If the employce is unable to physically perform his/her duties after a six (6) month ~~one (1) year~~ period, he/she shall apply for a medical retirement or the employer may move for termination and/or involuntary retirement based upon the employee's incapacity. This period may be extended up to an additional six (6) months at the option of the employer.

B. Non-Duty Related Disability:

Editorial Change: The first two paragraphs shall be numbered.

"3. The parties agree to renegotiate this Article in the event that the Township obtains a more favorable disability policy for its employees.

"4. If the employee is unable to physically perform his/her duties after a six (6) month period, he/she shall apply for a medical retirement or the employer may move for termination and/or involuntary retirement based upon the employee's incapacity. This period may be extended up to an additional six (6) months at the option of the employer."

D. Bereavement Leave of Absence:

"3. An additional two days or leave may be granted at the discretion of the Mayor for the purposes of travel."

F. Payment of Accumulated Sick Leave Upon Retirement:

Each employee upon retirement may sell back fifty percent (50%) of accumulated sick time with a maximum payout of \$5,000.00. However, if at the time of the signing of this agreement, currently an employee covered by this agreement has more than \$10,000.00 in accumulated sick leave he/she shall be entitled to sell back 50% of that amount of accumulated sick leave upon retirement, but in no event more than \$10,000.00."

4. Article X - Health and Welfare Insurance:

A. The Township shall continue to provide health insurance through the existing health insurance plan, or through such other plan that offers comparable benefits as the Township may select.

D. The Township shall pay up to \$35 (\$35.00) per family member per year for an eye examination or prescription glasses for an employee or a member of the employee's family.

4. Article XI - Clothing Maintenance Allowance:

This article shall be amended as follows:

"This benefit is deleted by the Agreement of the parties and in consideration for other benefits conferred on the employees covered by this agreement."

5. Article XII - Salaries:

This article shall be amended as follows:

A. The annual salaries of Lieutenants "for 1999 shall be \$72,133 which represents a two (2) per cent increase from 1998.. For the years 2000, 2001 and 2002 the annual salary shall be adjusted by percentage increases derived by comparing the amount of the total general fund budget less the amount of police salaries and reserve for uncollected taxes and determining the change, if any, in the amount for each successive year of the total general fund budget less the amount of police salaries and reserve for uncollected taxes for the proceeding year, but in no event shall the increase be less than two (2) percent or more than four (4) percent.

B. [Longevity] "This benefit is deleted by the Agreement of the parties and in consideration for other benefits conferred on the employees covered by this agreement."

C. [Overtime] "This benefit is deleted by the Agreement of the parties and in consideration for other benefits conferred on the employees covered by this agreement.

Additionally the employees agree that they are exempt executive and/or administrative employees not entitled to overtime compensation under the terms of Fair Labor Standards Act, 29 U.S.C. §202 et seq."

6. Article XV - Required and Personal Equipment:

This article shall be amended as follows:

B. Personal Equipment

3. Non-prescription Glasses - \$35.00.

7. Article XVII - Miscellaneous:

[Gun Allowance]"This benefit is deleted by the Agreement of the parties and in consideration for other benefits conferred on the employees covered by this agreement."

8. Article XX - Duration of Agreement:

A. This agreement shall be effective as of January 1, 1999 to December 31, 2002 and shall continue in effect until a new agreement is executed. All terms and conditions of this agreement shall be retroactive to January 1, 1999.

B. Although the effective date of this agreement shall be January 1, 1999, it is understood and agreed that the agreement shall not become operative until such time as the Township Council has adopted both the enabling resolution and ordinance, which the Township agrees to do expeditiously.


**III Signatures:**

IN WITNESS WHEREOF, the parties execute and sign this Memorandum of Agreement for the purposes and uses set forth herein on this 3rd day of June, 1999.

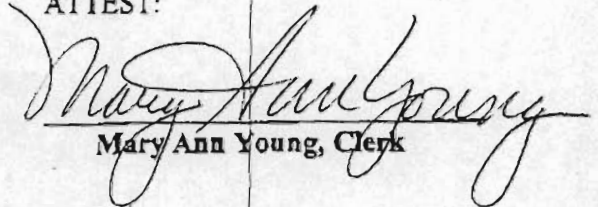
**PBA LOCAL #260 - SUPERIOR OFFICERS**



**TOWNSHIP OF PEMBERTON**

  
Hon. Thalia C. Kay, Mayor

ATTEST:

  
Mary Ann Young, Clerk