

11/4/04  
CFO  
Police Dept.  
cont. file

**TOWNSHIP OF PEMBERTON  
RESOLUTION NO. 252 -2004**

**WHEREAS**, The Administration and the Township Council have engaged in negotiations with Pemberton's Superior Officers Association, regarding the terms and conditions of the Collective Bargaining Agreement to succeed the current Agreement which expired on December 31, 2002; and

**WHEREAS**, as a result of said negotiations, the parties have reached an agreement on the terms and conditions, and in the 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 Township Council by the Administration, and the Council finds the Agreement to be fair and equitable and in the best interest of the residents and citizens of Pemberton Township.

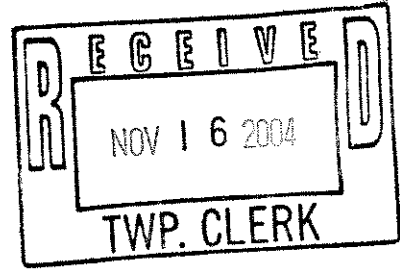
**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Township of Pemberton, County of Burlington, and State of New Jersey that the attached contract between the Township of Pemberton and the Pemberton Township Superior Officers Association, for the term January 1, 2003 through December 31, 2006 be and the same is hereby approved, and the Mayor and the Township Clerk are hereby authorized to execute their signature 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 Pemberton Township on November 4, 2004.

  
Mary Ann Young, CMC, Township Clerk



AGREEMENT

Between

TOWNSHIP OF PEMBERTON

And

PBA Local #260 – SUPERIOR OFFICERS

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JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

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**PREAMBLE**

A. THIS AGREEMENT, entered into this 4<sup>th</sup> day of November 2004, 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 PBA Local #260 – SUPERIOR OFFICERS (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 negotiation 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 limitations, 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 thereof 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 (15<sup>th</sup>) 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 fees exceed 85% of the regular membership dues, fees and assessment. 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



c. The tenth (10<sup>th</sup>) 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 (30<sup>th</sup>) 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

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.

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 therefore. 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 (30<sup>th</sup>) day following the notice of the amount of the fair share fee;
  - b. Satisfactory completion of a probationary period or the thirtieth (30<sup>th</sup>) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiation unit;

**ARTICLE V**

**NO-STRIKE PLEDGE**

A. The Association covenants and agrees that during the terms 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 a work in a seven (7) day period. However, as exempt executive and 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 law enforcement or fire fighting personnel under the provisions of 28 U.S.C. 207(k).

**ARTICLE VII**

**VACATIONS**

1. 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 the fifteenth year of service:  
Twenty (20) vacation days per year.
4. Over fifteen (15) years of service:  
Twenty-five (25) vacation days per year.

**ARTICLE VIII**

**HOLIDAYS**

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 or compensation for members of the Association.

## ARTICLE IX

### LEAVES OF ABSENCES

#### A. Injury in the Line of Duty

1. If an employee, injured 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 Worker's Compensation. Thereafter the 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 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.

2. Any Lieutenant who receives Workers' 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 Workers' 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

1. The Township shall provide employees injured while off duty a disability benefit equal to sixty-six percent (66%) 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 \$450.00 weekly, after a stipulated waiting period.

2. 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 \$450.00 weekly thereby retaining his or her sick leave benefits.

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.



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.

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

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. 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.

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.

**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.
- 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 thirty-five (\$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.
- 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 five hundred dollar (\$500.00) cash payment per year in lieu of receiving separate insurance coverage. If an employee opts to be covered under a spouse's medical plan who does not work for the Township, then that employee shall receive a yearly payment of \$1,000.00 in lieu of coverage. The Township may require proof of coverage before paying this benefit.
- 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 Association in advance of any prospective change of carriers or plans and in the event the Association 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. This Article shall be amended to read the same as in the Collective Bargaining Agreement between the Township and PBA Local 260, Article X Section I.

Both parties acknowledge that this section of the PBA Local 260 contract is subject to a hearing before PERC. Should PERC determine that this section is not valid, it will also not apply to this contract and Section G shall revert to the current SOA contract wording, or the SOA may accept the new PBA wording.

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**

**SALARIES**

A. The annual salaries of all Lieutenants for 2003 shall be \$86,737. For years 2004, 2005 and 2006 an additional increase of 3.35% per year shall be added to the base salary. Those employees who attain the rank of Lieutenant after December 31, 2003 shall have their salaries set at \$84,000 for 2004; \$87,000 for 2005; and \$90,000 for 2006. Any future salary increases shall be based upon the salary of each individual employee.

B. The parties agree that as executive and/or administrative personnel, employees covered by this agreement are not eligible for and shall not receive overtime compensation and that the salaries received by the employees are intended to fully compensate these employees for regular and extra hours of service, except as may be specifically covered by other provisions of this agreement.

C. 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 a result of work schedule conflicts, which must be verified in writing.

D. Whenever a Lieutenant is directed to accept responsibility for work done by a superior rank, that officer shall be compensated at an agreed upon rate for all hours he/she performs such an assignment.

**ARTICLE XII**  
**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 resolved 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 or 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 XIII**

**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 requesting the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in 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 XIV**

**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 compensation therefore, 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:

Watch - - \$50.00

Prescription Glasses - - Full Replacement

Non-prescription Glasses - - \$35.00

Contact Lenses - - Full Replacement

C. Retention of Equipment

In recognition of the service provided by the employee, the Township agrees to allow the employee to retain all department issued equipment upon his/her retirement.

D. Uniform Allowance

Effective January 1, 2004 the Township will provide uniform maintenance, i.e., cleaning and repairs, to include plainclothes, through a contracted service.

**ARTICLE XV**

**ASSOCIATION ACTIVITIES**

A. The Township agrees to grant a total of fifty-two (52) hours off per year without loss of compensation for use by Superior Officers, designated by the Association, to conduct business of the 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 by Superior Officers. The welfare of the Department shall be considered when time off is required or granted.

**ARTICLE XVI**

**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 or 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 XVII**

**FULLY BARGAINED PROVISIONS**

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 XVIII

### DURATION OF AGREEMENT

A. This Agreement shall be effective as of and retroactive to January 1, 2003 and shall remain in full force and effect until December 31, 2006 or until a new Agreement is executed.

B. Although the effective date of this Agreement shall be January 1, 2003, 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.

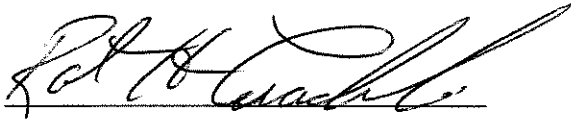
C. The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals at

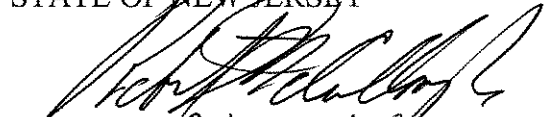
The Township of Pemberton, New Jersey, on this 4 day of

NOVEMBER, 2004,


PBA LOCAL #260 SUPERIOR  
OFFICERS




TOWNSHIP OF PEMBERTON  
COUNTY OF BURLINGTON  
STATE OF NEW JERSEY

  
MAYOR Robert McCallough

ATTEST:

  
Mary Ann Young, TOP-CLERK

ATTEST:

  
Mary Ann Young, TOP-CLERK

DATE: 12/6/04

