

**AGREEMENT**

**Between**

**TOWNSHIP OF PEMBERTON**

**And**

**PBA Local #260 - SUPERIOR OFFICERS  
JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**

**Table of Contents**

PREAMBLE ..... 2

ARTICLE I RECOGNITION ..... 3

ARTICLE II MANAGEMENT RIGHTS..... 4

ARTICLE III ASSOCIATION DUES ..... 5

ARTICLE IV AGENCY SHOP ..... 6

ARTICLE V NO-STRIKE PLEDGE ..... 7

ARTICLE VI WORKWEEK..... 8

ARTICLE VII VACATIONS ..... 9

ARTICLE VIII HOLIDAYS ..... 10

ARTICLE IX LEAVES OF ABSENCES ..... 11

ARTICLE X HEALTH AND WELFARE INSURANCE ..... 13

ARTICLE XI SALARIES ..... 15

ARTICLE XII GRIEVANCE PROCEDURE ..... 16

ARTICLE XIII ARBITRATION..... 17

ARTICLE XIV REQUIRED AND PERSONAL EQUIPMENT..... 18

ARTICLE XV ASSOCIATION ACTIVITIES ..... 19

ARTICLE XVI UNIFORMED JOBS IN BLUE PROGRAM..... 20

ARTICLE XVII SEPARABILITY AND SAVINGS..... 21

ARTICLE XVIII FULLY BARGAINED PROVISIONS..... 22

ARTICLE XIX DURATION OF AGREEMENT ..... 23

**PREAMBLE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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**

1. The Township hereby recognizes the Association as the exclusive collective negotiation agent for all Lieutenants and Captain employed in the Police Department.
2. 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**

1. 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:

a. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

b. 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;

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

2. 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**

1. 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.

2. 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.

3. 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**

1. 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.

2. Omitted.

3. Omitted.

4. Deduction of Fee

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

i. Omitted.

ii. 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;

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

b. 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 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.

5. 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.

6. 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.

7. Omitted.

## ARTICLE V

### NO-STRIKE PLEDGE

1. 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.

2. 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.

3. 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.

4. 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

### WORKWEEK

1. 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 firefighting personnel under the provisions of 29 U.S.C. 207(k).

2. Flex time, however, may be granted for hours worked outside of the normal work hours, with prior written approval from the Chief of Police. Flex time is not meant to be hour for hour compensation for time worked in addition to the normal work week, and shall be used within a reasonable time period not to exceed four (4) weeks from the time of the event.

3. Compressed workweek: Should Township white-collar employees be authorized to work a compressed workweek during summer months, the SOA may request to participate in same. Any leave benefit time used during a compressed workweek shall be hour for hour.

## ARTICLE VII

### VACATIONS

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

- a. From date of hire through third year of service:  
Twelve (12) vacation days per year.
- b. From beginning of fourth year through tenth year of service:  
Fifteen (15) vacation days per year.
- c. From beginning of eleventh year through the fifteenth year of service:  
Twenty (20) vacation days per year.
- d. Over fifteen (15) years of service:  
Twenty- five (25) vacation days per year.

2. Each employee may carryover accrued vacation leave from one calendar year to the next in an amount not to exceed the number of vacation leave days to which the employee was entitled in the preceding calendar year. At no time shall an employee's accrued vacation leave be more than the sum of the current year's entitlement and the prior calendar year's entitlement. Upon separation all employees shall be paid for unused accrued vacation leave based on the employee's hourly rate at separation. Vacation leave shall be prorated in the final year of employment in the event the employee separates prior to December 31st of any calendar year.

**ARTICLE VIII**

**HOLIDAYS**

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

New Year's Day  
Presidents Day  
Good Friday  
Independence Day  
Christmas  
Christmas Eve  
Easter Monday

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Friday following Thanksgiving  
Martin Luther King's Birthday  
Memorial Day

2. The members may be required to work on a holiday. Such work shall be without additional compensation. However, the Chief of Police may grant flex time as set forth in Article VI.

## ARTICLE IX

### LEAVES OF ABSENCES

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

a. 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.

b. Any Lieutenant or Captain 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 Employee may have against any third party who may be liable or responsible for the Employee's injury or damages. The Employee 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.

#### 2. Non-Duty Related Disability

a. The Township shall provide employees injured while off duty a disability benefit equal to sixty-six percent (66%) of the employee's base pay 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 \$559.00 weekly, after a stipulated waiting period.

b. 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 \$559.00 weekly thereby retaining his or her sick leave benefits.

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

d. 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.

3. Personal Leave

a. The Township shall permit each Lieutenant and Captain three (3) personal leave days per year with pay. The Chief of Police shall be notified one (1) week in advance except in the case of an emergency. The personal leave days shall be used in the year earned, and shall not carryover from one calendar year to the next.

4. Bereavement Leave of Absence

a. The Township shall provide each officer with five (5) days leave of absence with pay in the event of death in the Officer's immediate family.

b. 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.

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

5. Sick Leave Utilization Plan

Employees covered under this Agreement shall accumulate sick leave indefinitely.

6. 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.

## ARTICLE X

### HEALTH AND WELFARE INSURANCE

1. The Township shall continue to provide group major medical, hospitalization, and prescription drug insurance benefits. The Township shall have the right, at its discretion, to administer the health insurance benefits through a self-insurance plan, third-party insurer, or by any combination of self-insurance and third-party insurance so long as substantially equivalent benefits are provided. The level of benefits in place on the date this collective bargaining agreement is ratified and as expressed in the attached benefits summary and the summary plan document shall establish prospectively the threshold for benefits when applying the “substantially equivalent” analysis set forth in this paragraph.

2. For changes in health benefits other than those benefits contemplated by the attached benefits summary and the summary plan description, the Township shall advise the PBA in advance of any changes becoming effective. In the event the PBA does not agree that the proposed plan provides for substantially equivalent benefits, the matter shall be submitted promptly to arbitration prior to the implementation of any such change.

3. The combined calendar year maximum for well care coverage shall be removed effective no later than sixty (60) calendar days from the date this contract is ratified.

4. Eligibility for medical benefits is dependent upon an employee’s permanent full-time status with the Township (regularly scheduled to work an average of 35 or more hours per week). Employees electing benefits under this plan shall be required to pay contributions based on a percentage of the cost of coverage as set forth in Section 39 of P.L. 2011, c.78, subject to any right which may exist in the future to negotiate contributions- however, this shall not be construed as a mid-contract reopener provision unless such a reopener is required by law.

5. The Township will assume the cost of health benefits coverage and pay all premiums for employees who have retired with a minimum of twenty-five (25) years or more of service credit in the State of New Jersey Police and Fire Retirement System (PFRS) and a period of continuous service of 20 years with Pemberton Township, or who is approved by PFRS for a work related accidental, at the “single” level of coverage. Retirees will receive the same health benefits and under the same terms and conditions as current active employees. However, a retired employee may upgrade the health benefit to a family plan and any increased cost shall be paid by the employee at the group rate. In the event that the Township becomes fully insured (rather than self-insured) a retired employee may purchase coverage for his or her eligible dependents under the Township’s benefit plan provided that the retiree pays the difference between the premium for “single” coverage and the premium for “husband/wife” or “family” coverage, as the case may be.

6. Required Employee Health Benefits Plan contributions shall be calculated throughout the term of this agreement on an annual basis in the same manner and using the same formula as set forth in P.L. 2011, Chapter 78, and appended to the Agreement. Reference to Chapter 78 is intended solely to identify the employee contribution formula agreed upon, which

formula shall survive for the purposes of this agreement and successors thereto, notwithstanding any amendment to Chapter 78, unless expressly prohibited by law.

7. The Township shall provide up to the sum of Seven Thousand Dollars (\$7,000.00) for the reasonable funeral expenses for employees covered under this agreement that die while in the performance of the member's duties.

8. 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.

9. Chiropractic visits shall be limited to twenty-six (26) visits in a calendar year.

**ARTICLE XI**

**SALARIES**

1. Annual Salaries:

The annual salaries for all Lieutenants covered under this Agreement during the period of this Agreement shall be as follows:

1/1/2024 .....	\$144,361 (retroactive to 1/1/2024)
1/1/2025 .....	\$149,269
1/1/2026 .....	\$154,194

The annual salary for the Captain covered under this Agreement during the period of this Agreement shall be as follows:

1/1/2024 .....	\$148,235 (retroactive to 1/1/2024)
1/1/2025 .....	\$153,274
1/1/2026 .....	\$158,332

2. 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.

3. The Township shall reimburse an officer for the costs of tuition, required course books, and directly related supplies for any approved courses specifically related to law enforcement taken which lead to a recognized Associate or Bachelor degree in criminal justice. 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.

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

## ARTICLE XII

### GRIEVANCE PROCEDURE

1. A grievance is a complaint that there has been an improper application, interpretation or violation of this Agreement or administrative policies and practices. Disciplinary actions shall not be the subject of a grievance. 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 the Chief subject to the express written approval of any and all proposed settlements by the Business Administrator and/or the Mayor.

2. Complaints may be initiated by an employee to 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.

3. 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 ten (10) working days of the event giving rise to the grievance, the aggrieved employee, the President of the Association or duly authorized representative, shall present the grievance to the Chief of Police. The Chief of Police shall answer the grievance within ten (10) 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 seven (7) working days in writing to the Business Administrator. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Business Administrator 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 has not been settled by the parties at Step Two of the Grievance Procedure or if no answer in writing from the Business Administrator has been received by the Association within the time provided in Step Two, 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

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

2. 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 Business Administrator.

3. 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.

4. 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.

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

6. In no event will an arbitration hearing be conducted in less than thirty (30) days from the answer of the Business Administrator, or the date when such answer was due. In the event the grievance is appealed to the New Jersey Civil Service Commission, 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 Civil Service Commission.

## ARTICLE XIV

### REQUIRED AND PERSONAL EQUIPMENT

#### 1. 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.

#### 2. 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

#### 3. Retention of Equipment

In recognition of the service provided by the employee, the Township agrees to allow the employee to retain his or her uniform upon his/her retirement.

#### 4. Uniform Allowance

a. Employees covered under this agreement shall be reimbursed upon presentation of a receipt for purchase of work-related footwear, up to the sum of One hundred and Twenty Dollars (\$120.00) annually.

b. The Township will provide uniform maintenance, i.e., cleaning and repairs, to include plainclothes, through a contracted service.

5. Take home vehicle. The Captain shall be authorized to utilize an assigned vehicle.

**ARTICLE XV**

**ASSOCIATION ACTIVITIES**

1. 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. However, in no event shall the total accumulated hours exceed 104 hours. The welfare of the Department shall be considered when time off is required or granted.

## **ARTICLE XVI**

### **UNIFORMED JOBS IN BLUE PROGRAM**

1. On certain occasions, public and private entities in the Township of Pemberton wish to engage the services of a uniformed member of the Pemberton Police Department to provide security services, such as traffic control and crowd control. The Township shall have the authority to authorize, manage and control a program to allow members to perform such uniformed work, with entities that comply with the Township's requirements (including requirements related to insurance and indemnity), consistent with the Township's obligation to bargain with the SOA over equitable assignment of opportunities and hourly rates.
2. Opportunities for such uniformed work shall be available in order of preference based upon a rotating seniority roster.
3. Officers' assigned uniformed work under the Jobs in Blue Program shall be paid at the rates established by Township Ordinance.

**ARTICLE XVII**

**SEPARABILITY AND SAVINGS**

1. 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 XVIII**

**FULLY BARGAINED PROVISIONS**

1. 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 XIX**

**DURATION OF AGREEMENT**

1. This Agreement shall be effective as of and retroactive to January 1, 2024 and shall remain in full force and effect until December 31, 2026 or until a new Agreement is executed.

2. Although the effective date of this Agreement shall be January 1, 2024, it is understood and agreed that the Agreement shall not become operative until such time as the Township Council has adopted a resolution approving this Collective Negotiations Agreement, which the Township agrees to do expeditiously.

3. 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 6<sup>th</sup> day of March, 2024.

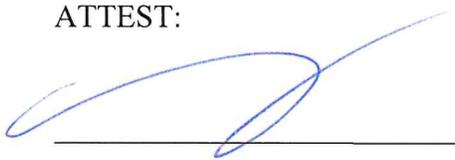
PBA LOCAL #260 SUPERIOR  
OFFICERS ASSOCIATION

TOWNSHIP OF PEMBERTON  
COUNTY OF BURLINGTON  
STATE OF NEW JERSEY

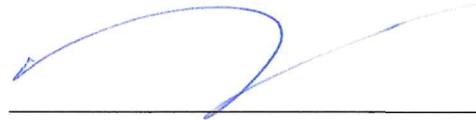
  
\_\_\_\_\_

  
\_\_\_\_\_  
Jack K. Tompkins, Mayor

ATTEST:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

DATE 3/6/24

DATE 3/6/24