

**RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT AND
AUTHORIZING EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT
WITH THE PBA SUPERIOR OFFICERS (SOA) LOCAL 168A**

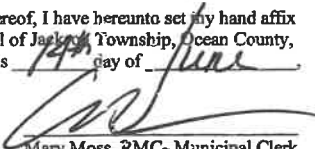
WHEREAS, representatives of the Township of Jackson and the PBA SOA Local 168A met and negotiated terms and conditions of employment for certain employees of the Township of Jackson; and

WHEREAS, the parties have come to an agreement with regard to the terms and conditions of the collective negotiations agreement as set forth in a Memorandum of Agreement attached hereto as Schedule A; and

WHEREAS, the governing body wishes to ratify the Memorandum of Agreement with the PBA SOA Local 168A and authorize the execution of a collective negotiations agreement with regard to said terms and conditions of employment for the period of time between January 1, 2023 and December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby ratify the memorandum of agreement with the PBA SOA Local 168A attached hereto as Schedule A.
2. That the governing body does hereby authorize the Mayor to execute and the Township Clerk to attest to, respectively, a collective negotiations agreement between the Township and the PBA SOA Local 168A with regard to said terms and conditions of employment set forth in the Memorandum of Agreement for the period of time between January 1, 2023 and December 31, 2026 in the form acceptable to the Township's Labor Counsel.
3. That this resolution shall take effect immediately.
4. That a copy of this resolution shall be forwarded to the PBA SOA Local 168A, the Township Administrator, Chief Financial Officer and Township Labor Counsel.

| | MOTION | SECONDED | AYE | NAY | ABSTAIN | ABSENT | CERTIFICATION |
|---------------------------------|--------|----------|-----|-----|---------|--------|---|
| Councilman Borrelli | | X | X | | | | I, Mary Moss, RMC, Municipal Clerk of Jackson Township, do hereby certify the foregoing to be a true, complete and correct copy of resolution adopted by the Township Council at a regular meeting held on June 13, 2023. In witness whereof, I have hereunto set my hand affix the official seal of Jackson Township, Ocean County, New Jersey this <u>14th</u> day of <u>June</u> 2023.  Mary Moss, RMC- Municipal Clerk |
| Councilwoman Kuhn | X | | X | | | | |
| Councilman Sargent | | | X | | | | |
| Council Vice President Chisholm | | | X | | | | |
| Council President Flemming | | | X | | | | |

**POLICE AND FIRE
COLLECTIVE BARGAINING AGREEMENT SUMMARY FORM**

Section I: Agreement Details

Public Employer: Township of Jackson County: Ocean

Employee Organization: Jackson SOA 168A Employees in Unit: 25

Base Year Contract Term: 1/1/2019 12/31/2022 New Contract Term 1/1/2023 12/31/2026

Type of Settlement: Arbitrator's Award Fact-Finder Recommendation Voluntary Settlement

Section II: Statutory Definition of Base Salary

N.J.S.A. 34:13A-16.7(a): Base salary is the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount provided for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension, and health and medical insurance costs.

| | Base Year - Total Costs <i>(Last Year of Previous agreement)</i> | | New Base Year - Total Costs <i>(First Year of Successor agreement)</i> | |
|---|---|---|---|---|
| | Column A | Column B | Column C | Column D |
| | Economic Inside Base Salary | Non-salary Economic Outside Base Salary | Economic Inside Base Salary | Non-salary Economic Outside Base Salary |
| Section III: Economic - Costs inside base salary | | | | |
| Salary | \$2,000,000 | | \$2,085,000 | |
| Increment | | N/A | | N/A |
| Longevity | | | | |
| Section IV: Additional Costs List economic items; indicate either inside or outside base salary as agreed to between the parties. | | | | |
| | <u>Item Description</u> | | | |
| Item 1 | <u>e.g. Uniforms</u> | \$1,500 | \$1,500 | |
| Item 2 | <u>e.g. Boot/Shoe Allowance</u> | | | |
| Item 3 | <u>e.g. Holiday Pay</u> | \$40,000 | \$55,000 | |
| Item 4 | <u>e.g. Stipends</u> | \$18 | \$19,000 | |
| Item 5 | <u>e.g. Education</u> | \$1,200 | \$1,200 | |
| Item 6 | <u>e.g. Extra Duty</u> | | | |
| Item 7 | <u>e.g. Unused Sick</u> | | | |
| Item 8 | <u>e.g. Overtime</u> | \$100,000 | \$85,000 | |
| Item 9 | | | | |
| Any additional items list on separate sheet | Additional Items | | | |
| Section V: Totals - Sum of costs in each column | \$2,040,000 | \$120,700 | \$2,140,000 | \$106,700 |
| | (Total Economic) Section III & IV | (Total Non-salary Economic) | (Total Economic) Section III & IV | (Total Non-salary Economic) |

Section VI: Analysis of new successor agreement

NEW AGREEMENT ANALYSIS

Total Economic Base Year (previous agreement) \$2,040,000

| Effective Date (m/d/yyyy) | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
|--|-------------|-------------|-------------|-------------|
| Percent Increase | 4.25 | 4.25 | 4 | 4 |
| Actual dollar increase | \$86,700 | \$90,385 | \$88,683 | \$92,231 |
| Total Economic Costs (successor agreement) | \$2,126,700 | \$2,217,085 | \$2,305,768 | \$2,397,999 |

Section VII: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) 4.125

Dollar Impact (average per year over term of agreement) \$358,000

Contributions based on plan costs and pursuant to Chapter 78

Section VIII

| Medical Costs | Base Year | Year 1 | | | |
|------------------------------|-----------|-----------|--|--|--|
| Cost of Health Plan | \$700,000 | \$770,000 | | | |
| Employee Contributions | \$250,000 | \$275,000 | | | |
| Prescription | | | | | |
| Dental | \$6,500 | \$6,500 | | | |
| Vision | \$4,000 | \$4,000 | | | |

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

Section IX

Prepared by: Marianne Horta Title: Personnel Officer

Chuk Quarta Signature Date: 10/23/2024

AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY

COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

JACKSON POLICEMEN'S BENEVOLENT ASSOCIATION

SUPERIOR OFFICERS LOCAL 168A

FOUR (4) YEAR CONTRACT

EFFECTIVE

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

Prepared By:

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Counsel for Superior Officers Local 168A

&

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Counsel for Township of Jackson

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**ARTICLE 1
PREAMBLE-WITNESSETH**

This Agreement made and entered into in Jackson Township, New Jersey this ____ Day of _____, 2023 between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Jackson Policemen's Benevolent Association, Superior Officers Local 168-A, or hereinafter referred to as the "S.O.A." or "Officers", as herein referred to denotes all S.O.A. members.

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its superior officers and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the laws and established practices not modified by this Agreement.

Now, therefore, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the officers of the Employer recognized as being represented by the S.O.A. as follows:

**ARTICLE 2
RECOGNITION AND SCOPE OF AGREEMENT**

Section 1. The Employer hereby recognizes the S.O.A. as the sole and exclusive representative of all superior officers as defined in Article 2, Section 2, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

Section 2. The Bargaining Unit shall consist of all regular full-time superior officers of Jackson Township now employed or hereinafter employed excluding Police Officers and the Chief of Police.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

**ARTICLE 3
COLLECTIVE BARGAINING PROCEDURE**

Section 1. Collective Bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor or his designee (excluding Police Officers), and the President of the S.O.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the rules and regulations of the Public Employment Relations Commission.

Section 3. Ordinarily not more than four (4) additional representatives of each party shall participate in collective bargaining meetings.

**ARTICLE 4
DISCRIMINATION AND COERCION**

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the officers represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce officers into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, national origin, nationality, ancestry, age, sex, (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability (including AIDS and HIV related illnesses), or political affiliation.

Section 2. Pursuant to Chapter 123, Public Law of 1974: The Township hereby agrees that every Superior Officer shall have the right to freely organize, join and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted S.O.A. activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a Superior Officer the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Superior Officer with respect to hours, wages, work assignments, or any terms of conditions of employment by reason of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action taken on the part of the Township.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 1. The S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township as Employer, and the S.O.A. as employees, will abide by Title 11 and 11A of the revised statutes of New Jersey, and the rules and regulations of the Department of Personnel. No provision of this Agreement will, in any way, contravene the authority and responsibility of the Department of Personnel.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various divisions of the Police Department, the right to direct the various divisions, to hire and transfer officers, to combine or eliminate jobs and to determine the number of officers needed for specific job assignments.

Sections 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage officers of the Employer, to hire, promote, transfer, assign or retain officers in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to officers.

(c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an officer for just cause or to lay off officers in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-5.3 to any terms and conditions or employment existing prior to the signing of this Agreement, which is not specifically covered by this Agreement.

Section 4. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal and State Laws.

Section 5. The Union recognizes management's right to record an employee's time in a manner deemed appropriate by management.

ARTICLE 6 SUPERIOR OFFICERS ASSOCIATION BUSINESS

Section 1. The President or in the event he is not available, his designee of the S.O.A., or if he is unavailable, the next highest ranking S.O.A. Officer available, shall be excused from his work assignment and shall be granted the time off to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, or his designee, shall notify the Chief of Police or their designee, and provided further that such time is limited to an aggregate of two (2) work days per month, non-cumulative.

Section 2. During annual contract negotiations, the S.O.A. President and the S.O.A. negotiating staff shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township. The S.O.A. President and negotiating team of the Associations Bargaining Unit shall be excused from their work assignment during annual negotiations whenever the S.O.A. President has to meet with said members of the bargaining unit. This time is not to be deducted from any other leave. Such time is limited to an aggregate of two (2) workdays per month non-cumulative.

Section 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrative or Management Personnel.

Section 4. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-municipal groups, the association shall have the right to conduct meetings at reasonable times on municipal premises.

Section 5. No reasonable S.O.A. leave shall be denied to the S.O.A. President as applies under Article 6 when requesting such leave to represent the S.O.A., or to conduct S.O.A. business.

Section 6. It shall be agreed that the S.O.A. President or the next highest officer acting in the capacity of the S.O.A. President, shall be permitted to bring directly to the Chief of Police, any matters deemed by the S.O.A. President to be of such importance that directly requires review by the Chief of Police.

Section 7. The Township agrees to excuse for the duration of said meeting, the S.O.A. President to attend the regular monthly meeting of the S.O.A. This time/leave is not to be deducted from any other time/leave.

Section 8. It shall be agreed that the S.O.A. President, or if he is unavailable, another S.O.A. member who is acting as the S.O.A. representative, shall not be made to use S.O.A. time as outlined in Article 6, Section 1, or any other time while on duty and attends any hearings, interrogations, or interviews that require S.O.A. representation, and also when the Township or its representatives request a meeting with the S.O.A. but not limited to the above. It is further agreed that only the S.O.A. President can assign a representative in his absence to represent all S.O.A. members in matters that concern the S.O.A.

Section 9. The S.O.A. assigned representative shall be excused from his work assignment, for the duration of said meeting, to attend the monthly State P.B.A. Delegates meeting.

Section 10. The Township agrees to grant the necessary time off, without loss of pay, to the President and two (2) selected representatives of Local 168-A to attend any National or State Convention of the New Jersey State P.B.A., as provided under N.J.S.A. 40A:14-177.

ARTICLE 7 ACTIVE DUTY HOURS

Section 1. The workday shall not consist of not more than eight consecutive hours, except as specified below or as otherwise mutually agreed between the parties. The workday for all Superior Officer assigned to the Patrol Division shall consist of not more than eleven (11) consecutive hours. The workweek for officers assigned to the day and/or evening shifts shall consist of a rotation commonly referred to as a "Pitman" schedule. This shall implement as follows: Two (2) consecutive working days, followed by two (2) consecutive non-working days, followed by three (3) consecutive working days, followed by two (2) consecutive non-working days, followed by (2) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall then be repeated henceforth. This fourteen (14) day rotation shall also be implemented in a manner in which the three consecutive non-working days shall include every other Friday, Saturday, and Sunday in their entirety. The workweek for Superior Officers assigned to the midnight shift shall consist of three (3) consecutive working days, followed by three (3) consecutive non-working days. This rotation shall be repeated henceforth. The hours worked by the affected personnel shall be as follows: 0700 hours- 1800 hours, hereafter referred to as Day Shift; 1300 hours – 0000 hours, hereafter referred to as the Evening Shift; and 2030 hours – 0730 hours, hereafter referred to as Midnight Shift.

The work day for Superior Officer in Units other than the Patrol Division shall consist of not more than ten (10) consecutive hours.

a. All other Superior Officers shall work a regular five (5) on, two (2) off work schedule or a four (4) on, three (3) off work schedule.

b. A Superior Officer may adjust his/her hours within a pay period as needed, subject to approval by the Chief of Police.

Section 2. Superior Officers assigned to Units other than the Patrol Division shall be entitled to four (4) Regular Days Off (R.D.O.'s) per calendar year, non-accruable. These R.D.O. days shall be posted automatically on January 1st of each calendar year. Hours in excess of evenly divisible days due to retroactive or prorated application of this provision shall be permitted to be utilized in increments of less than one day.

Section 3. It is agreed that any SOA member who is an active member of a Reserve or National Guard Unit, in any of the Armed Forces, shall be excused from his/her work assignment for the day or any day that he/she has a scheduled monthly training drill, during the Military Unit's training year.

Section 4. It is recognized that Superior Officers may be required to work additional hours should appropriate police authority deem that an emergency exists, which requires the assignment of extra manpower to ensure the safety and well being of the Township and the community. In any event, no Superior Officer shall be required to work more than eighteen (18) consecutive hours.

Section 5. All Superior Officers assigned to the Patrol Division schedule shall report for training duty only on any of their non-working days for four (4) instances of Departmental training per calendar year, consisting of not more than eight (8) consecutive hours per instance. Advance written notice of a minimum of forty-five (45) days shall be provided to the employee. This is not to be interpreted to mean that Patrol Division Superior Officers shall be utilized in these instances for purposes other than to fulfill training obligations. In the event that appropriate police authority should deem that an emergency exists requiring the assignment of these extra personnel, they may be assigned as needed but shall be compensated at their overtime rate. Any Departmental training days not utilized during the calendar year shall not be carried over to the next year.

Section 6. Any adjustment of a Superior Officer's shift hours for the convenience of the Township must be mutually agreed upon between the affected employee and management.

Section 7. Shift assignments shall be made, where all qualifications are equal, pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel by the second week of November of each year. The employee shall list his/her shift choices giving a first, second and third preferences. Assignments shall then be made based on seniority and posted no later than the first week of December. These assignments shall take effect as of January 15th of the following year and remain in effect until the procedure is repeated the following year.

Section 8. This shall not be interpreted to mean that duty assignments, such as Detective Bureau, Traffic Safety, Services, etc. are to be put to bid. Those assignments remain the prerogative of the Chief of Police, which shall be in accordance with all controlling statutes, judicial decisions and this Agreement. Further, in order to meet the needs of training and/or specialized qualifications, shift assignments may need to be altered in order to meet the bona-fide safety needs of the citizens of the Township. In these cases, the change shall be made with timely notice and written explanation. The change shall last until such time as the specific needs have been met, at which time the said employee shall be returned to his/her bid shift. This section cannot be used as subterfuge to avoid overtime.

Section 9. This Article shall be applied equally, among members of the same rank. Sergeants shall bid with Sergeants; Lieutenants shall bid with Lieutenants, etc.

Section 10. This Article shall not preclude employees from voluntarily switching or swapping with one another, prior to the re-bid date. However, as is the current practice, such switches must occur with the approval of the Chief of Police or his designee. Such approval shall not be arbitrarily or capriciously denied.

Section 11. Any change in an officer's assigned shift shall occur only with a minimum of three (3) tour of duty advance notice.

**ARTICLE 8
WAGES**

Section 1. The Annual Base Salary for each of the classifications shown for the calendar years 2023, 2024, 2025 and 2026 are as follows:

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|--------------|--------------|--------------|--------------|--------------|
| CLASSIFICATION | | 4.25% | 4.25% | 4% | 4% |
| PO MAX STEP 8 | \$135,307.07 | \$141,057.62 | \$147,052.57 | \$152,934.67 | \$159,052.06 |
| SGT 1 (12% above PO MAX) | \$151,544.00 | \$157,984.62 | \$164,698.97 | \$171,286.93 | \$178,138.40 |
| SGT 2 (15+yrs;16% above PO MAX) | NA | \$163,626.83 | \$170,580.98 | \$177,404.22 | \$184,500.39 |
| LT 1 (12% above SGT 1) | \$169,729.00 | \$176,942.49 | \$184,462.54 | \$191,841.04 | \$199,514.68 |
| LT 2 (15+yrs; 16% above SGT 1) | NA | \$183,262.16 | \$191,050.80 | \$198,692.83 | \$206,640.55 |
| CPT 1 (12% above LT 1) | \$190,096.48 | \$198,175.58 | \$206,598.04 | \$214,861.96 | \$223,456.44 |
| CPT 2 (15+yrs; 16% above LT 1) | NA | \$205,253.29 | \$213,976.55 | \$222,535.62 | \$231,437.04 |
| DETECTIVE SGT. (added to base) | 2% | 2% | 2% | 2% | 2% |
| TRAFFIC SGT. (added to base) | 2% | 2% | 2% | 2% | 2% |
| ANY OTHER NON-PATROL SGT. (added to base) | 2% | 2% | 2% | 2% | 2% |

Fifteen (15) year status as per this salary guide (for purposes of SGT 2, LT2, CPT 2) is established on the date of hire of the employee after completing exactly fifteen (15) years of service with the Township as a police officer, irrespective of rank. The wage increase commences on said date and shall not be given pro-rata at the start of the calendar year.

Section 2. The formula for salaries are based on Top Police Officer (PO MAX) rate plus percentage differential for each rank step thereafter. The salaries for 2023, 2024, 2025 and 2026 are based on the premise of a 2023 Top Police Officer salary of \$141,057.62. Should, for any reason, the top Police Officer salary be less than or more than these figures, an adjustment shall be made accordingly to the above salary guide. The salary stipulated for calendar year 2023 shall be retroactive January 1, 2023.

Section 3. An officer temporarily assigned by the Chief of Police, to the duties of a higher rank and/or position shall receive the minimum pay of the higher rank and/or position for the period of service. "Temporarily Assigned" for the purpose of this section is defined as a period of time of one work day or the assigned Division or Unit, or longer. Any SOA member who receives acting pay in a higher rank for a period of ninety (90) days or more, shall receive the compensation as an increase in their respective base rate of pay and not as overtime or any other alternative compensation.

Section 4. The wage increases herein shall be payable retroactive to 1/1/23 to: (1) all officers on the payroll of the Township on the date of ratification; and (2) all officers who retired in good standing between January 1, 2023 and the date of ratification. Those officers in category (2) shall be paid the prorated salary between January 1, 2023 and the date of retirement.

**ARTICLE 9
[RESERVED]**

**ARTICLE 10
OVERTIME**

Section 1. The Employer agrees that overtime consisting of time one and one-half (1 ½) shall be paid to all S.O.A. members for hours worked in excess of the normal workday.

Section 2. Officers shall not be paid for overtime hours unless the Chief of Police or his designee authorizes such overtime.

Section 3. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for any accumulated comp time.

Section 4. An employee may elect to receive payment for his or her compensatory time up to 150 hours per year provided said employee shall notify the Township, in writing, no later than November 1st of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

Section 5. It is recognized that a Superior Officer may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour, but in the event, an officer is required to report earlier prior to the commencement of a tour of a duty, then the call in section of the S.O.A. contract shall apply. If the officer remains beyond fifteen (15) minutes after the end of a tour, the officer shall be paid the overtime rate for one half hour, and thereafter the officer shall be paid the overtime rate for the actual time worked in excess of the work day.

Section 6. The following provisions shall govern “Call-In”, “Court”, and “Standby”.

- (a) All Superior Officers shall be guaranteed a minimum of two (2) hours pay at time one and one-half (1 ½) when “Called in for Duty”. For this purpose “Called in for Duty” is defined as the summoning, by notification, of an off-duty Superior Officer to report for duty at a time other than his regularly scheduled shift.
- (b) Employees shall be compensated at a rate of time and one-half (1 ½) his/her regular rate of pay for actual time worked in Jackson Township Municipal Court. Employees are guaranteed a minimum of two (2) hours pay at his/her rate of pay at time and one-half.
- (c) Employees shall be paid at time and one-half (1 ½) with guarantee of two (2) hours for appearance in all other courts, but only if the appearance arises when the employee is scheduled to be off duty. On duty, appearances are part of any employee’s regular duties.
- (d) Employees shall be paid at time and one half with a guarantee of two (2) hours for appearance in all other courts, but only if the appearances arise when the

employee is scheduled to be off duty. On duty appearances are part of any employee's regular duties. In the event an officer is required to attend a court outside of Jackson Township related to his/her official duties as a Jackson Police Officer, said officer shall receive travel time commencing from when he/she notifies the Jackson Police Headquarters that he/she is en route to said court, or thereafter, when he/she has arrived home.

- (e) All Superior Officers ordered to be on "Stand-by" shall be compensated for a minimum of two (2) hours at his/her overtime (1 ½) rate of pay.

The employee shall have the option of receiving his/her one and one-half hour (1 ½) "Stand-by" compensation in pay or applying it to his comp time. For this purpose, "Stand-by" is defined as any Superior Officer being required to restrict his movements while off duty, and being required to remain at his place of residence during the "Stand-by" period and not being allowed to enjoy his own personal endeavors.

Section 7. At the end of an officer's career, and in his retirement in good standing as a permanent member of the Jackson Township Police Department, the officer shall be paid a lump sum for all unused comp time. In addition, the officer shall receive a five (5%) percent bonus. The bonus shall be calculated on the officer's gross comp time pay. (Example: 100 hours (comp time) x \$30.00 (officer's current rate of pay) = \$3,000.00 x 5% bonus = \$150.00. Total payment to employee is \$3,150.00.

Section 8. Under the Fair Labor Standards Act, Section 778.105, it is agreed that once the beginning time of an employee's work week is established, it remains fixed regardless of schedule of hours worked by him. The beginning of the work week may be changed if the change is intended to be permanent, and is not designed to evade the overtime requirements of the S.O.A. Contract.

Section 9. It is agreed that if an employee makes an arrest while he/she is off duty, he/she shall be paid at the regular overtime rate as applies under the SOA Contract.

Section 10. It is agreed by both parties that an employee may be ordered to report for duty on their day off, regardless of the type of leave. If the employee is on his/her regular day off and is ordered to report for duty, he/she shall be compensated at one and one-half times his/her hourly rate of pay. If said employee is on a vacation day, comp time or earned vacation time shall be re-credited to his/her time.

Section 11. All employees required to be "on call" shall be compensated with one and one-half (1 ½) hour of pay for each calendar day that they are required to be "on call." It is agreed that the employee may elect to receive this compensation as compensatory time in lieu of pay.

Section 12. The assignment of overtime shifts shall be assigned as follows:

The initial POSS message is to be sent out at least two (2) hours prior to the start of the overtime shift vacancy.

After a POSS message is sent out the employee has thirty (30) minutes to respond before the shift is disbursed by seniority.

MIDNIGHT OVERTIME 0000-0700/2030-0700:

A) OFF MIDNIGHT SHIFT

- B) OFF GOING AFTERNOON SHIFT (0000-0700)
- C) ONCOMING DAYSHIFT (0000-0700)
- D) REMAINDER OF PATROL

2.5 HOURS OVERTIME:

- A) OFF GOING SHIFT
- B) ONCOMING SHIFT
- C) REMAINDER OF PATROL

DAYSHIFT OVERTIME 0700-1300/0700-1800:

- A) OFF PLATOON
- B) OFF GOING SHIFT
- C) ONCOMING SHIFT
- D) REMAINDER OF PATROL

AFTERNOON OVERTIME 1300-1800/1300-2030/1300-0000:

- A) OFF PLATOON
- B) OFF GOING SHIFT
- C) ONCOMING SHIFT
- D) REMAINDER OF PATROL

Parties recognize the Township may deviate from the above procedure in the event of an emergency or if the overtime assignment requires special skill, knowledge or training.

**ARTICLE 11
VACATION LEAVE**

Section 1. Each officer of the S.O.A. shall be entitled to annual vacation with pay at his regular rate of pay in accordance with the following table:

- Up to 10 years of service – 220 hours
- Ten (10) years but less than fifteen (15) years of service – 240 hours
- Fifteen (15) years but less than twenty (20) years of service – 265 hours
- Twenty years or more of service – 286 hours

Section 2. Vacation leave is to be posted automatically for each member on January 1st of each year. Vacation leave posted on January 1st is to be prorated in the event the 10th, 15th, or 20th anniversary of service falls during the calendar year.

Section 3. Officers may utilize accumulated vacation days, comp time or personal time to take off on a Holiday. Approval will not be unreasonably denied.

Section 4. In the event of death of an officer, the spouse or beneficiary of such officer shall receive the payment for accumulated vacation leave provided for in this Article.

Section 5. An employee shall be permitted to take up to four (4) consecutive weeks of vacation, at one time, if approved by the Chief of Police.

Section 6. Emergency leave deducted from vacation leave may be approved by the Chief of Police or his designee. Officers shall state the reason for said emergency request.

Section 7. Officers who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a doctor's certification is presented.

Section 8. Officer shall have the right to accumulate unused annual vacation time, up to a maximum of one (1) year's entitlement in addition to the present year's entitlement.

Section 9. It is agreed that all employees shall be permitted to continue to take vacation days, compensatory time days, and earned vacation days at a rate of one (1) day at a time, two (2) days at a time, etc. Further, it is agreed that an employee is permitted to take at any time a minimum of one (1) hour, two hours, or any amount of vacation time, earned vacation time, sick leave or compensatory time during the work day, provided such leave shall not knowingly generate overtime.

Section 10. Employees will be eligible to choose up to five (5) consecutive vacation days (1 week) upon the completion and announcement of the shift bidding process. The order that the officers elect their dates is based on seniority on their respective shifts and will be approved no later than January 15th of that calendar year. If an officer is transferred during that calendar year to another shift or division, the vacation time will be carried over to the respective squad/platoon or division.

Section 11. It is agreed that at the end of an S.O.A. member's career, and retirement in good standing, the member shall be paid at his present rate of pay the full amount of any unused vacation. In addition, the officer shall receive a five (5%) percent bonus. This bonus shall be calculated in accordance with the procedure outlined in Article 10, Section 7.

ARTICLE 12 HOLIDAY COMPENSATION

Section 1. For the years 2015 and thereafter, there shall be holiday pay for the following holidays:

| | |
|-------------------------|----------------|
| Memorial Day (observed) | Fourth of July |
| Veteran's Day | Thanksgiving |
| Christmas | |

(a) Compensation for working these specified holidays will apply to those officers assigned to work on the calendar day of the holiday. Officers working in patrol their entire shift (11 hours) will receive 6 hours of compensatory time. If an officer assigned to patrol works less than a full scheduled day, they will receive 1 hour of compensatory time for every two (2) hours worked that specific holiday. (i.e. If an officer works eight (8) of his/her eleven scheduled hours they will receive four hours of compensatory time for that holiday worked).

(b) For the holiday hours concerning Charlie Platoon (midnights), the holiday will be received by any officer working any portion of the 24-hour holiday period. This shall not entitle any officer to receive holiday compensation twice for the same given holiday.

(c) Non-patrol personnel working either an eight (8) or ten (10) hour work day will receive four (4) or five (5) hours of compensatory time for a full holiday worked

and shall be prorated on the above based scale for a partial work day on said holiday.

ARTICLE 13 SICK LEAVE

Section 1. All S.O.A. members covered by this Agreement shall be granted sick leave with pay. All employees shall be permitted to use up to five (5) working days of sick time per calendar year to care for a family member. For purposes of this provision, "family member" shall include spouse, children, stepchildren, life partner and/or parent with whose health and well-being they are responsible for.

Any SOA member who has a child either through birth or adoption shall be granted an additional five (5) days of Family Sick Leave to be used within the first 12 months of the birth of the child. In the event of multiple births in a calendar year the SOA member shall be granted the additional five (5) days per child.

Section 2. The following provisions shall apply to all SOA members:

- (a) Officers hired prior to January 1, 1995 shall maintain their accrued sick leave up to a maximum of 130 days. At the end of an officer's career and retirement in good standing, the officer shall have paid to him/her at their present rate of pay all accrued sick leave up to maximum of 130 days.
- (b) The officer may at his/her option receive payment for their accrued sick leave at any time prior to the termination of their career. Provided said officer notifies the Township in writing no later than November 1, the Township will make payment to the officer upon adoption of the following year's budget.
- (c) Should the officer choose to wait for payment of his/her accrued sick leave until the termination of his/her career, said officer shall be paid a ten (10%) percent bonus in addition to the monies received for the accrued sick leave.

Section 3.

- (a) An officer absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating an illness.
- (b) The Chief of Police or his designee may require proof of illness of employees on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause for disciplinary action.
- (c) At any time the Township requires an employee to be seen by a physician for the purpose of providing acceptable medical evidence, after having been absent on sick leave for a period totaling ten (10) working days. Said employee shall be allowed to see the physician of said employee's choice.

Further, when the Township requires an employee be seen by a physician, the Township shall reimburse said employee for all costs borne by the employee, which were not paid by said employee's health care coverage. The Township shall reimburse the employee for these costs within thirty (30) calendar days of the date of the submission of the bill to the Township.

Section 4. In the event of a substantiated illness or injury, the officer shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from the date such illness or injury occurred.

Section 5. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for accumulated sick leave provided for in Section 2 of this Article.

Section 6. The Union recognizes the Employer's right to require Police Officers to submit to random drug tests. Tests shall be performed in accordance with procedures set forth by the New Jersey State Attorney General's Office. Employees who fail a drug test shall be subject to disciplinary action as outlined by the New Jersey Department of Personnel. An officer will not be considered to have refused if said officer's number is called/selected for a random drug test and that officer is reasonably unavailable due to being out of state or reasonably cannot meet, due to his/her location the deadline to report for the drug test within one hour.

Section 7. If an officer is out of work for twelve (12) or more consecutive days due to an illness or injury as well as the restrictions placed upon the officer by a doctor, said officer shall not be bound or restricted to remain in his/her residence and shall be free to conduct personal business. However, an officer out sick with an injury or illness for less than twelve (12) days shall be bound and restricted to remain in his/her residence.

Section 8. If an employee is out on sick leave for six (6) consecutive months, after the sixth (6th) month, said employee will not accrue any more vacation time. Since employees are granted their yearly vacation allotment at the beginning of the calendar year, they will be deducted from their bank based on where they are on the vacation allotment scale. If an employee has no time remaining which was provided for that particular calendar year, the municipality cannot deduct any time from the previous year or take any future time in the upcoming year that the employee is entitled to.

ARTICLE 14 JURY DUTY LEAVE

Section 1. Any employee who is summoned to jury duty on a scheduled workday as certified by the Clerk of the Court shall be granted jury leave for each day of service subject to the following conditions:

- a. The employee must notify the Chief of Police as soon as practical upon receipt of a summons for jury service;
- b. The employee has not voluntarily sought jury service;
- c. No employee is attending jury duty during vacation and/or other time off from Township employment;
- d. The employee submits adequate proof of the time served on the jury and the amount received for such service.

ARTICLE 15 INJURY/ILLNESS LEAVE

Section 1. Request for leave of absence with pay for illness/injury in the line of duty, or recuperation therefore shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40A:14-137.

ARTICLE 16 PERSONAL DAYS

Section 1. Each employee shall be entitled to four (4) personal days for 2015 and each year thereafter. Said personal days must be utilized during the calendar year and are non-accruable.

Section 2. In the event of the death of an officer, the spouse or beneficiary of such officer shall receive payment for any unused personal days provided in Section 1.

ARTICLE 17 TRAINING/OTHER LEAVE

Section 1. The municipality shall reimburse each SOA member up to five hundred (\$500.00) dollars annually for any training course(s) related to law enforcement topics and/or management/supervision in public service or law enforcement. Any unused funds may be reallocated to any other member at the discretion of the SOA President in the same calendar year.

- (a) Courses must be approved through the chain of command.
- (b) Promotional courses do not qualify for reimbursement under this provision.

Section 2. SOA members must cover the cost of the training tuition and upon completion of the course, submit their bill and course certificate (if applicable) for reimbursement. Multiple courses can be taken throughout the calendar year but tuition will only be covered up to \$500.00 for each supervisor during said calendar year.

Section 3. SOA members are required to attend four (4) days of training annually while otherwise off duty for which they shall receive no compensation. The days are commonly referred to as “give back” days. The following passages shall apply for off-duty training other than or otherwise in addition to the four (4) “give back” days.

Officers are often scheduled to attend training relative to the performance of their duties while otherwise off duty. Additionally, officers assigned to specialized units such as the Police Department’s Special Response Team (SRT) and Traffic Division are also often required to attend training relative to said assignments while off duty.

If an officer is on a mandatory training day on his/her regular day off related to his/her special assignment, he/she shall be compensated at the rate of time and one-half (1 ½) in either cash or compensatory time at said officer’s discretion.

If an officer is on a training day on his/her regular day off related to training mandated by statute, the Attorney General’s Office, the Ocean County Prosecutor’s Office or other appropriate authority, he/she shall be compensated at the rate of time and one-half (1 ½) in either cash or compensatory time at said officer’s discretion.

If an officer is on a non-mandatory training day on his/her regular day off unrelated to his/her special assignment and not otherwise mandated by statute, the Attorney General’s Office, the Ocean County Prosecutor’s Office or other appropriate authority, he shall be given a Training RDO at the rate of time and one-half (1 ½). This day off shall be treated as any other paid leave and shall be based on seniority and shall be approved within the ninety (90) day window practice and custom applicable to vacation and personal leave. These Training RDOs shall be recorded in an existing RDO time bank, per officer, and shall not exceed two hundred (200) hours per calendar year. Once an officer accrues two hundred (200) hours for the year, any further off-duty training shall be compensated at the rate of time and one-half (1 ½) in either cash or compensatory time at said officer’s discretion. Training RDOs shall not accumulate from one year to the next and cannot be “cashed out” upon the officer’s termination of employment.

If an officer instructs any class or other training session on his/her regular day off, he/she shall be compensated at the rate of time and one-half (1 ½) in either cash or compensatory time at said officer's discretion.

Section 4. "Swap for Comp" – If an employee elects to "swap" a shift with another employee, the time can either be repaid through another shift "swap" or the employee can elect to provide comparable hours of compensatory time to the other employee for working their shift.

ARTICLE 18 BEREAVEMENT LEAVE

Section 1. In the event of a death in the employee's immediate family, the employee shall be entitled to four (4) days bereavement leave which must be taken on consecutive workdays and which must commence between the day of death and the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year.

Section 2. The term "Immediate Family", for purpose of this Agreement, shall mean and refer only to the following: Father, Mother, Father-In-Law, Mother-In-Law, Stepmother, Stepfather, Grandfather, Grandmother, Spouse, Life Partner, Brother, Sister, Brother-in-law, Sister-in-law, Child, Stepchild, Grandchild, or Foster Child of the officer, or of the officer's Spouse, and it shall also include relatives of the officer, or officer's Spouse, residing in the household.

Section 3. In the event of death of an aunt or uncle of the employee or employee's spouse, the employee shall be granted bereavement leave of three (3) consecutive working days off.

Section 4. Two additional days, if travel time is required, may be authorized by the Chief of Police or his designee.

Section 5. The Township may request reasonable proof of the need for Bereavement Leave.

ARTICLE 19 EDUCATIONAL BENEFITS

PART 1. (Subsequent College Credit Program)

Section 1. Thereafter, officers entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to addition compensation as follows:

- (a) Any officer who earns a recognized Associates Degree shall receive a one-time stipend payment in the amount of \$700.00
- (b) Any officer who earns a recognized Bachelor's Degree shall receive a one-time stipend payment in the amount of \$1350.00
- (c) Any officer who earns a recognized Master's Degree, shall receive a one-time payment in the amount of \$1550.00

Section 2. The granting of the one-time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one-time stipend at each of the higher levels.

Section 3. Tuition and textbooks will be paid for by the Township upon successful completion of a “C” grade or high in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

PART 2. (Current College Credit Program)

Section 1. The Township shall allocate \$50,000 in its budget each year to reimburse officers for college course work. Such reimbursements shall cover the cost of tuition, fees and textbooks. To be eligible for reimbursement, said officer shall attain a “B” grade. Moreover, all employees shall submit their desired classes and costs for same to the Chief of Police or his designee, on or before September 1 of the calendar year for the following year’s tuition cost calendar. If the cost submitted by September 1 exceeds \$50,000, the \$50,000 funds shall be divided equally among the participating officers. No reimbursement shall apply to course work beyond the attainment of a Master’s Degree. Also, the Township shall not be responsible for any officer commencing course work towards a degree after the start of his/her 20th year in PFRS.

**ARTICLE 20
LINE OF DUTY DEATH**

Section 1. The Township shall contribute \$10,000 as payment to defray the cost of funeral and other related expenses if an employee dies in the line of duty.

Section 2. Each child of an officer, who dies in the line of duty, shall be given a scholarship to a college of their choice at the Township’s expense. Said expense/reimbursement shall not exceed \$7,500.00 per year per child.

**ARTICLE 21
CLOTHING AND MAINTENANCE ALLOWANCE**

Section 1. Officers shall receive an annual clothing and maintenance allowance in the amount of \$1,550.

Section 2. Said payment is to be made by May 15th of each year.

Section 3. In the event the Township institutes any change in the standard uniform and/or equipment, the Township shall satisfy the cost for the initial issuance of said uniform/equipment.

**ARTICLE 22
HOSPITAL-MEDICAL PLAN**

Section 1. The Township is currently a participant in the New Jersey State Health Benefits Plan. The parties recognize that employees participating in the SHBP have the ability to choose which plan best suits their needs. As such, depending on what plan the employee chooses, they are responsible for the co-pays established for hospitalizations/medical of their respective medical plan under the New Jersey State Health Benefits Plan. The parties further recognize that the prescription co-pays are also dependent on the particular plan selected by the employee. The parties recognize that the Township reserves the right to cease participation in the State Health Benefits Plan and go to an outside broker/carrier provided that the coverage and plan provided by the outside broker/carrier remains equal to or better than the New Jersey State Health Benefits Plan currently enjoyed by members. It is further agreed that if no contribution and/or co-pay is required by the

New Jersey State Health Benefits Plan, then there shall be no contribution and/or co-pay required of SOA members covered by this Agreement.

Section 2. The Township shall provide full-family prescription plan coverage to all employees under the New Jersey State Health Benefits Plan or other outside broker/carrier as specified above.

Section 3. Contributions toward an officer's health benefits shall be as follows: In 2019 and 2020, officers will contribute to their benefits consistent with the grids under P.L. 2011, Ch. 78 and set forth in NJSA 52:14-17.28c. In 2021, 2022, and for the duration of this Agreement, officers will pay 30% of the premium of the plan selected.

Section 4. Officers hired on or after 1/1/19 shall be limited to elect enrollment in either the OMNIA Health Plan, Aetna Liberty Plan or the Freedom Direct 20/35 Plan for the first 4 years of their employment with the Township. In the 5th year of employment, officers hired on or after 1/1/19 may elect any plan offered under the SHBP during open enrollment that will take effect in January of the 5th year of employment. If, during the officer's first 4 years of employment, the OMNIA Health Plan, Aetna Liberty Plan and the Freedom Direct 20/35 Plan are no longer available under the SHBP, then in that instance an officer can select a plan that is equal to the enumerated plans for the remainder of his or her first 4 years of employment.

Section 5. Health Care Waiver: If an Officer chooses to waive his/her health care benefits for a particular calendar year, he/she will be compensated 25% of the premium or \$5,000, whichever is lesser of the two. This will be calculated based on the Omnia family plan and prescription benefits.

Section 6. If an Officer who is not currently enrolled in the OMNIA plan chooses to switch to that plan for a particular calendar year, the Township will pay that Officer per year \$500 for single coverage or \$1,000 for family coverage for switching to the plan. This will be paid to the Officer in the first paycheck of January of every year in a lump sum amount.

ARTICLE 23 DENTAL PLAN

Section 1. Employer shall continue to provide dental service insurance coverage to all officers at no cost to them. Said plan shall be the New Jersey Delta Dental Plan, Inc. or its equivalent. Said plan shall cover all officers as well as their spouse and children.

ARTICLE 24 OPTICAL PLAN

Section 1. The Employer shall provide optical plan coverage for all officers at no cost to them on the condition that each employee must submit to an eye examination every twelve (12) months. Said optical plan shall be the EyeMed Vision Care Plan.

ARTICLE 25 PENSION PLAN

Section 1. The Employer, shall with contributions as heretofore, provide pension and retirement benefits to officers covered by this Agreement under the Police and Fireman's Retirement System, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

Section 2. The Township shall provide “Beneficiary Forms” to all S.O.A. members, pursuant to any accumulated benefits and shall be kept on file in said member’s personnel records.

**ARTICLE 26
MEDICAL/PHYSICAL EXAMINATIONS**

Section 1. Each officer shall receive a complete medical/physical examination annually. It is agreed that the officer’s insurance shall be used to pay same. Any amount not paid by the employee’s insurance will be paid for by the Township. It shall be the employee’s responsibility to schedule said examination. The examination shall be by a doctor of the employee’s choice.

**ARTICLE 27
LEGAL AID**

Section 1. Police officers will be provided with a defense consistent with NJSA 40A:14-155. The Employer reserves the right to approve or reject any request by any employee or assume responsibility for payment of the services of whatever member of the New Jersey Bar is contracted to defend that officer unless it is first given the opportunity to determine that said payment of services is reasonable. However, it is mutually agreed that said S.O.A. member shall have the choice of his/her representation.

- (a) This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any officer by the Employer.
- (b) Where a criminal or disorderly persons complaint is filed against an officer and the officer is found to be not guilty or the complaint is otherwise dismissed, the Employer shall act to expunge the arrest record of the officer.

Section 2. It is agreed that when a criminal or disorderly complaint is filed against any S.O.A. member while he/she is acting in the performance of their duties, the Township agrees to pay said members legal fees as outlined in Resolution 144R-88 and as amended.

Section 3. The Employer agrees to establish an acceptable and reasonable rate of compensation by ordinance annually.

**ARTICLE 28
SAVINGS CLAUSE**

Section 1. It is understood and agreed that if any provisions of this Agreement or the application of the Agreement, any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 2. If any provisions of the Agreement are invalid the Employer and the S.O.A. members will meet for the purpose of negotiating changes made necessary by the applicable law.

**ARTICLE 29
PERSONNEL FILE**

Section 1. A separate personnel history file shall be established and maintained for each officer covered by this Agreement; personnel history files are confidential records and shall be maintained in the offices of the Chief of Police and Municipal Administrator. No other file,

document, or dossier of personnel records will be maintained, official or otherwise, by any person, for any reason whatsoever.

Section 2. No detrimental document or report shall be placed in the officer's personnel file or otherwise acted upon without prior conference with the officer. The officer shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The officer shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police and attached to the file copy.

Section 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the association may be present when requested by the officer concerned.

ARTICLE 30 PROMOTIONS

Section 1. The Employer shall take necessary action to have current promotional lists maintained for all ranks.

ARTICLE 31 BILL OF RIGHTS

To ensure that the individual rights of officers in the bargaining unit are not violated, the following shall represent the Superior Officers Bill of Rights:

Section 1. An officer shall be entitled to S.O.A. representation at each stage of disciplinary hearings.

Section 2. No officer shall be required by the Township and/or its agents to submit to an interrogation unless the officer is afforded the opportunity of S.O.A. representation.

Section 3. It is agreed that if the Employer makes use of a recording device at hearings, meetings, appeals, interviews and investigations, the officer will have the right to make use of his/her own recording device also.

Section 4. In all disciplinary hearings, the officer shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

Section 5. An officer shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 6. It is agreed by both parties that "no disciplinary action" shall be taken against any S.O.A. member, unless said member is first given the opportunity of having a hearing on said disciplinary action whatever it may be.

Section 7. It is agreed by both parties that the Employer or its representatives will set any investigatory interviews sufficiently in advance five (5) days, and to notify said member of interviews, to allow S.O.A. member to first consult with legal counsel or the S.O.A. representative.

Section 8. It is agreed by both parties that the Employer or its representatives, will advise the S.O.A. member of the nature of any investigatory interviews, prior to starting such interviews.

Section 9. It is agreed by both parties that no general order or operational order within the Township of Jackson can supersede any Article and Section within the S.O.A. contract.

Section 10. It is agreed by both parties, that when a member is found guilty at any disciplinary hearings and said member was represented by the S.O.A., the Township or its representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing.

ARTICLE 32 OUTSIDE EMPLOYMENT

Section 1. An officer may accept and be employed in an occupation off duty which is not in violation of Federal, State, or County Law, or present rules and regulations. Permission slips shall not be required from the Employer as a condition for securing or maintaining outside employment while not representing Jackson Township Police Department. However, the S.O.A. member working outside employment shall furnish a telephone number where he can be reached in case of an emergency. In addition, he will furnish the Employer's name and address, and the hours of proposed employment.

ARTICLE 33 EXTRA DUTY ASSIGNMENTS

Section 1. Extra duty assignments shall be distributed in accordance with the following criteria:

- 1) Last day worked
- 2) Least amount of hours
- 3) Seniority

Section 2. All extra duty assignments will be assigned seventy-two (72) hours prior to the start of said assignment. Any assignment listed with less than 72 hours shall be assigned twenty-four (24) hours prior to start time. Emergency extra duty assignments will be immediately awarded to the officers that apply first into the system.

Section 3. The total hours worked per officer are to be reset to zero (0) on January 1st and July 1st of everyday calendar year. In addition, a list of total extra duty assignment hours worked will be distributed to all officers via department email on a quarterly basis.

Section 4. Any officer who should have been awarded an extra duty assignment which was incorrectly assigned to another officer or the extra duty assignment was not cancelled following proper procedure by the police department shall be compensated with six (6) hours of compensatory time.

Section 5. If an eight (8) hour extra duty assignment requires two (2) officers that are involved in an approved alternating traffic plan for the duration of said assignment and cannot be removed from the roadway for a "chow break", the contractor shall provide an additional officer that will be hired provide a "chow relief" for those officers on the extra duty assignment.

Section 6. In a situation where: (1) shift coverage on the road falls below minimum manning; (2) management deems it necessary to use overtime to cover the shift; (3) no officer is

willing to voluntarily cover the shift on overtime; and (4) management deems it necessary to order an officer to cover the shift on overtime, then, in that instance, if an officer who would have been ordered to work the overtime is on a pre-scheduled road job the next officer in line for the overtime will be ordered to cover the shift.

ARTICLE 34 MILEAGE ALLOWANCE

Section 1. Members are to be compensated at the rate equal to the current Internal Revenue Service (IRS) rate per mile if a municipal car is not available and the employee's personal car must be used for any official business.

ARTICLE 35 GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation of any provision of this Agreement.

Section 2. (Verbal Grievance)

(a) Whenever an officer has a grievance, he and the S.O.A. representative shall first present it verbally to his superior. It is the responsibility of the superior to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the superior must, within the time advise the officer of the inability to do so.

(b) When an officer is informed by his superior that the superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted in writing in accordance with Section 3 herein.

Section 3.

(a) If an officer's complaint is not satisfactorily settled by his or her superior in accordance with Section 2, the officer shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police.

(b) The other copy of the grievance shall be presented by the officer and the S.O.A. representative to his immediate superior to whom the grievance was made verbally. The superior will report the facts and events which led up to its presentation, in writing (typed), including in his report any verbal answer he may have previously given to the officer and the S.O.A. representative concerning this grievance. Within five (5) working days after receipt of the written grievance, the superior must present it, with the information required from him, to the Chief of Police.

(c) The Chief of Police, S.O.A. representative and officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police must be forwarded to the Township Municipal Administrator. The Administrator will then consider and formally act on the complaint within ten (10) working days.

- (d) The Municipal Administrator, Chief of Police, S.O.A. President (or his designee), and the officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Mayor. The Mayor will then consider and formally act on the complaint within fourteen (14) working days.
- (e) Since it is intended that most, if not all grievances, can and should be settled without the necessity of references to the Mayor, no grievance will be heard or considered by the Mayor which has not first passed through the above described steps.
- (f) Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Mayor and the officers are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the Mayor. Said arbitration shall be governed by the rules and regulations of the Public Employment Relations Commission. Only Jackson Township or Jackson S.O.A. 168A may file for arbitration.
- (g) Any award by the arbitrator shall be binding to the parties. The arbitrator's fee, and expenses, if any, shall be borne jointly by the Employer and the S.O.A. Preparation and presentation shall be borne separately by each party. The Arbitrator shall not have the authority to add to, modify, delete or alter any language in this Agreement.
- (h) It is the intention of the parties to settle all differences between the Employer and the S.O.A. through grievance procedure in accordance with the provisions of the Agreement. Therefore, the Employer agrees that it will not lock out their officers, and the S.O.A. agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.
- (i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Article 36 of this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an officer's sole remedy shall be the procedure of an appeal to the Department of Personnel after a hearing and determination by the Mayor. In the event of a suspension, fine, demotion or removal, an officer may elect to follow either the contractual grievance procedure and/or an appeal under the Department of Personnel guidelines.
- (j) The S.O.A. shall have a maximum of thirty (30) calendar days to file a grievance with the Employer to any issue the association feels is grievable under the terms and conditions of the Agreement and/or matter of circumstances separate and apart from this Agreement that the association feels constitutes a grievable issue upon receipt of knowledge thereof.
- (k) An officer who is suspended from road jobs has 10 days to appeal said suspension to the Chief of Police. The Chief shall have 10 days to respond to said appeal. If the officer is not satisfied with said decision, then the officer can appeal the decision to the Mayor's office for review and the Mayor has 10 days to respond. If the officer is not satisfied with the decision of the Mayor then officer has the right appeal the decision through the Jackson S.O.A. who may file for arbitration within 10 days.

**ARTICLE 36
DISCHARGE AND SUSPENSION**

Section 1. No officer shall be disciplined or discharged without just cause. An officer who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in Article 35 "Grievance Procedure", or in accordance with applicable Civil Service Commission rules and regulations and state statutes. In addition, the provisions of N.J.S.A. 40A:14-147, and Ordinance No.21-86 or as amended, shall apply to such discharge or disciplinary action.

Section 2. In the event an officer is found guilty of any violation or rules and regulations and a fine or suspension is given to said officer there shall be no enforcement of said fine or suspension until the officer has exhausted all means of the Township's appeal process.

Section 3. It is agreed by both parties that when a hearing is held on any disciplinary actions, and a determination is made that the S.O.A. member is found guilty, and said member files an appeal, and said appeal is heard before the Mayor or his/her representatives, a determination shall be made within thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

Section 4. If an officer is suspended he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but are not limited to, health insurance, dental insurance, etc. In the event of suspension of 31 days or more it shall be the employee's option to continue coverage with the understanding that it shall be the sole responsibility of the employee to pay for said coverage premiums during said suspension.

Section 5. It is agreed by both parties that when an S.O.A. member is found guilty of any disciplinary action, then said member, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority, Municipal Administrations, etc.

**ARTICLE 37
DURATION OF AGREEMENT**

Section 1. This Agreement shall be in effect for four (4) years, from January 1, 2023 to and including December 31, 2026, which shall be retroactive to January 1, 2023. At the termination of this Agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent Agreement between the parties for 2027 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

Section 2. In the event that no new Agreement is reached prior to the termination of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin no later than ninety (90) calendar days prior to the expiration date of this Agreement.

**ARTICLE 38
COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire Collective Negotiation Agreement between the parties, and contains all benefits to which officers covered by this Agreement are entitled.

In witness thereof, the parties hereto have hereunto set their hands and seals this 1st day of June, 2023.

Township of Jackson
By: [Signature]
Township Mayor

Jackson PBA Superior Officers Local 168A
[Signature]
Local 168A President

Attest: Mary Moss
Township Clerk

[Signature]
Witness