

**AGREEMENT BETWEEN THE TOWNSHIP OF LUMBERTON
AND LUMBERTON TOWNSHIP SUPERIOR OFFICERS
ASSOCIATION**

January 1, 2009– December 31, 2011

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ARTICLE I: RECOGNITION

The Township hereby recognizes the Association of Lumberton Township Police Department Administrative Officers as the exclusive collective bargaining representative of all Lieutenants, Captains and the Chief of Police (uniformed and non-uniformed) employed by the Township of Lumberton, excluding all other police officers and non-police employees and all other police supervisors.

ARTICLE II: MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
1. To manage and control administratively the Township Government and its properties and facilities and the on the job activities of its employees;
 2. To hire all employees and, subject to the provision of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and Practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to

the extent such terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE III: ASSOCIATION RIGHTS

Pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws of 1974, the Township hereby agrees that every member of the negotiation unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiating unit in the enjoyment of any rights conferred by the above mentioned statutes by any other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey or the United States Constitution; that it shall not discriminate against any members of the unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, his or her participation in any activities of the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement or otherwise, with respect to any terms and conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any member of the negotiating unit such rights as he or she may have under any of the aforementioned statutes or constitutions, or any other applicable laws and regulations.

The rights granted to members of the unit hereunder shall be deemed to be in addition to those provided elsewhere.

When any member of the unit is required to appear before any disciplinary officer appointed by the Township Committee, or any representative or agent of that Committee, concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any increments pertaining thereto, then he or she shall be given written prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview. Any suspension of any such employee pending charges shall be without pay.

ARTICLE IV: MODIFICATION

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties. This agreement represents and incorporates the complete and final understanding of settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, or whether or not, within the contemplation of either or both of the parties at the time they negotiated or signed the agreement.

ARTICLE V: SEPARABILITY

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such a provision or

application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VI: GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this agreement; or a claimed violation, misinterpretation or improper application of the policies or administrative decisions affecting terms and conditions of employment.
- B. **Aggrieved Person:** An aggrieved person is the person or persons or the Association instituting the grievance.
- C. **Party In Interest:** A Party In Interest is the person or persons making the claim, and any person, including the Association or the Township Committee who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- D. **Purpose:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- E. **Procedure:** Time Limits – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. An aggrieved employee shall institute

action under the provisions hereof within six (6) months from the date of the occurrence complained of. Failure to act within said six (6) month period shall be deemed to constitute an abandonment of the grievance.

- F. **Level One:** Immediate Superior – A unit member with a grievance shall first discuss it with his immediate superior either directly or through the Association’s designated representative with the objective of resolving the matter informally.
- G. **Level Two:** If the aggrieved is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, a grievance may be filed in writing with the Association within seven (7) calendar days after the decision at Level One or fourteen (14) calendar days after the grievance is presented, whichever is sooner. Within seven (7) calendar days after the receipt of the grievance, the Association shall refer it to the Township Committee for decision.
- H. **Level Three:** The Township Committee shall review and consider the submitted grievance and shall issue a decision within fourteen (14) calendar days after receipt of this grievance or after the next regularly scheduled Township Committee meeting.
- I. **Level Four:** If the aggrieved is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Township Committee, the aggrieved may request that the Association

submit said grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit same to arbitration within twenty-one (21) calendar days after receipt of a request by the aggrieved.

Within fourteen (14) calendar days after such written notice of submission to arbitration, the Township and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the State of New Jersey, Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the State of New Jersey, Public Employment Relations Commission. The arbitrator's decision shall be in writing and shall be submitted to the Township and the Association and shall be final and binding on all parties.

In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the above.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify, or subtract anything from the agreement between the parties.

The cost for the Services of the Arbitrator shall be borne equally by the Association and the Township.

J. **Representation:** Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a unit member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

K. **Miscellaneous:**

1. Group Grievance – If, in the judgment of the Association, a grievance affects a group or class of unit members, the Association may submit such grievance in writing to the Chief directly, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Written Decisions – Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth each decision and the reasons therefore and shall be transmitted promptly to all parties in interest to the

Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth above.

3. Separate Grievance File – All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms – Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Chief and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE VII: DURATION OF AGREEMENT

This agreement shall be in effect retroactively to January 1, 2009 through December 31, 2011. This agreement replaces the prior collective bargaining agreement which expired on December 31, 2008. The subject agreement shall determine the rights and responsibilities of the parties for the agreement by and between the parties from January 1, 2009 through December 31, 2011.

ARTICLE VIII

SALARY GUIDE

	2009	2010	2011
	Salary	Salary	Salary
Title	0%	2%	2%
*Lieutenant	\$112,000.00	\$114,240.00	\$116,524.80
Captain	\$122,000.00	\$124,440.00	\$126,928.80
Chief	\$125,900.00	\$128,418.00	\$130,986.36

*Note - Minimum starting salary for Lieutenant hired after 1/1/09 will be a \$112,000.00

ARTICLE IX: HOLIDAYS

The Township has recognized the following holidays for Police personnel:

1. New Year's Day (January 1)
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veteran's Day

8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day (December 25)
11. Martin Luther King's Birthday
12. Christmas Eve

For the purpose of this agreement, the holidays enumerated above shall mean the nationally recognized celebration date of said holiday. The Township and the Association mutually agree that any holiday which may be subsequently declared to be a National Holiday shall not be included in the Holiday Schedule set forth above.

ARTICLE X: VACATIONS

All members of the bargaining unit shall receive 220 Hours Vacation Leave each Year. Annual leave may be accumulated for three years. Failure to use said accumulated leave within the fourth year shall constitute an abandonment of this leave. Any accumulated leave taken pursuant to this section shall be taken at such times as the Chief determines will not interfere with the efficient operation of the Department.

Annual leave shall be credited to the member on an annual basis and may thereafter be taken to the extent of the credit and any prior accumulation not abandoned. Any employee who is laid off, retired or separated from the service of the Employer prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated at the time of the separation, prorated over the year. An employee who is terminated for disciplinary reasons will not be reimbursed for any vacation days.

ARTICLE XI: SICK LEAVE

A. **Accumulated Sick Leave Reimbursement:**

Members of this bargaining unit will receive 140 hours of sick time. Unused sick days shall be accumulated from year to year with no limit.

B. **Accumulated Sick Leave Reimbursement:**

Each member shall be entitled to accumulate unused sick time from date of hire.

The member shall be entitled to sell back the accumulated time at fifty percent of its value upon retirement with a maximum of \$17,500.00. For the purposes of this provision, the employee's average daily salary for the year preceding his retirement shall be used to calculate the daily rate of pay to be remunerated upon retirement. In the event of the death of a member prior to retirement, the reimbursement of sick leave shall be calculated as a death benefit to be paid to his estate. A member intending to retire must notify the Chief of Police in writing one year prior to his/her intended retirement date.

C. **Terminal Leave:**

Members who are eligible to retire under the New Jersey Police and Fire retirement system shall be entitled to utilize 90 accumulated days of sick time just prior to their official retirement date. This time shall be utilized in the final 90 workdays ending with the official retirement date as recognized by PFRS.

D. **Injured In Line of Duty:**

Sick leave shall not be charged against a member who is injured in the line of duty, provided that the member supplies a medical certificate substantiating that the injury requires an absence from work. Employees disabled with job related

injuries and unable to work will receive full pay from the Township and will endorse any workman's compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such times and under such circumstances as are reasonable to require a person covered under the provisions set forth herein to undergo a physical examination by a physician of the Township's choosing. When said physician determines that an employee may return to work, the Township's checks will cease unless the employee returns to work. This provision shall be for a period of six (6) months. The Township reserves the right to extend such period for an additional three (3) months for good cause.

E. Medical Certificate:

If an officer is absent because of illness or sickness for more than three (3) consecutive working days, the Township will require a medical certificate certifying an officer's illness.

F. Family Care:

A member shall be entitled to use sick time to care for his spouse or children when they become ill. However, such use of sick time shall be limited to ten (10) days per year and for no more than three (3) consecutive working days at a time.

H. Parenting Leave:

Each member shall be entitled to five (5) working days off for maternity leave.

I. Vehicles:

Each Member of this Association is assigned a vehicle that he/she shall use to and from the work place with limited personal use. This is to have guidelines to be set by a mutual agreement between the Chief and the other Administrators.

ARTICLE XII: CLOTHING MAINTENANCE

Each member shall have four uniforms. Any clothing becoming not presentable shall be replaced in a timely manner. The article of clothing shall be returned to the department upon receipt of a new product. The Township shall purchase and maintain rechargeable flashlights for each present and future member of the bargaining unit.

A. **Badge:**

Any officer who retires from the Lumberton Township Police Department with twenty-five (25) or more years of credited service in the pension system shall be entitled to keep his/her badge, as his/her personal property.

ARTICLE XIII: BEREAVEMENT LEAVE

In the event of death in the immediate family, an allowance of up to five (5) working days shall be granted. "Immediate family" shall include husband, wife, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister or any member of the employee's immediate household. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee. Bereavement leave may be extended by the use of personal and/or sick leave.

ARTICLE XIV: INSURANCE

All officers in the bargaining unit shall receive family health benefits from the various plans currently available to employees and their dependents through the State Health Benefits Plan in which the Township is now enrolled. These include hospitalization, surgical, major medical and a prescription drug plan. The Township retains the right to change health care insurance carriers so long as the substitute health care carrier provides health insurance benefits equal to or better than the non-contributory family health benefits available to officers and their dependents as of December 31, 2008. It is understood that this level of health benefits includes those benefits provided through the State Health Benefits Plan, as well as the full family dental program provided through Delta Dental of New Jersey, which is currently available to officers and their dependents.

A. **Insurance Contribution:**

The members of the bargaining unit agree to contribute ten-percent (10%) annually for health care coverage. This will be divided each pay period equally.

B. **Life Insurance:**

All members of this association shall receive group life insurance not to exceed \$15,000. The Township shall have the sole discretion to determine the provider. The Township retains the right to change the life insurance provider at any time without notice.

C. **Funeral Expenses:**

In the event an officer is killed in the line of duty, the township agrees to pay a maximum of \$5,000.00 towards their funeral expenses.

D. Insurance Liability Coverage:

The Township recognizes its obligation under N.J.S.A 40A: 14-155, whenever a member is a defendant in any action or legal proceeding arising out of anything directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township shall provide said member with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Township or in criminal proceedings instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the township shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense. Said legal accosts shall be capped at \$10,000 per superior officer.

ARTICLE XV SCHOOLS

A. International Association of Chiefs of Police Convention/ National Academy Convention:

The Chief of Police will be entitled to attend the International Chief's of Police Convention or FBI National Academy Convention each year with a reimbursement of \$1,000.00 for travel and hotel expenses.

B. College Reimbursement:

To promote the furthering of education, the Township will reimburse college level courses taken in a program leading to a degree. This will include costs for tuition, fees and books. The Chief of Police must approve all courses, cost allowance per credit, and the number of courses allowed in one budgeted year in advance.

C. **Reimbursement Schedule:**

100% for a course grade of an A

75% for a course grade of a B

No reimbursement for grades lower than a B and no person shall receive in excess of \$5000.00 per year for education reimbursement and said reimbursement must be requested in writing prior to March 1st of that year.

ARTICLE XVI SAVINGS CLAUSE

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Township in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefits existing prior to its effective date.

Lumberton Township Superior

Officers Association

Witness:

Officer In Charge – Lt. Jeffery E
Smith

Lt. James S. Myers

Lumberton Township
Administrator Daniel Van Pelt

Lumberton Township
Clerk Maureen Gross, CMC

Lumberton Township
The Honorable Patrick Delany

Dated: _____