

**LOWER TOWNSHIP POLICE DEPARTMENT
PUBLIC RECORDS REQUEST RESPONSE**

TO: The Guardian via opramachine

RE: OPRA REQUEST # 20-080

- ☒ The document(s) you requested are available to you upon your payment of the billed amount reported below.
- ☐ The document(s) listed below and requested by you are not being provided because the document(s) are not public records as provided by law, as noted below.

You have a right to appeal the decision that the document or documents are not public records. You may take your appeal to the Public Records Council or to the New Jersey Superior Court as provided by N.J.S.A. 47:1-A6 and -7

5-11-2020
Date

Cpt M/139
Lower Township Police Department

ACKNOWLEDGEMENT

I hereby acknowledge that I have received the documents requested except for any documents specifically listed above on which a determination has been made that the documents will not be provided. If any documents have not been provided, I have received information on the procedures for any appeal of the determination.

Date

Applicant

PAYMENT INFORMATION

The fee for the documents provided is \$ E-Mail ☐ Payment has been received.

- ☐ Cash
☐ Check # _____
☐ Money Order

Checks or Money Orders Payable to: TOWNSHIP OF LOWER

5/12/2020
Date

S. S. W.
Lower Township Police Department

20-080

Jania Bailey

From: The Guardian <opra+request-11049-9b32874f@requests.opramachine.com>
Sent: Wednesday, May 06, 2020 14:17
To: OPRA
Subject: OPRA request - Employees

Dear Lower Township Police Department,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

List of employees, rank, salaries, compensation, benefits, hired dates.

Employee contract

Yours faithfully,

The Guardian

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-11049-9b32874f@requests.opramachine.com

Is opra@lowertownshippolice.com the wrong address for OPRA requests to Lower Township Police Department? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=lower_township_police_department

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/employees_2

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

Last Name, Suffix	First Name, Middle Initial	Position Id	Position Id Descript	Pension Salary	Gross Pay YTD	Hire Date	Health	Dental	Life
AIKEN	PATRICK S	SPECIAL	SPECIAL OFFICER	30,160.00	8,004.00	5/1/2011			Usable Life \$25,000
ARMBRUSTER	JOHN T	SGT	SERGEANT	108,382.02	42,237.60	8/27/2012	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
BAILEY	JANIA	SRCLK	SENIOR CLERK TYPIST	36,181.36	12,524.31	1/12/2015	NJ Direct 15	Delta Dental PPO	Usable Life \$25,000
BARCAS JR	WILLIAM	POLICE	POLICE OFFICER	103,942.69	37,092.84	8/25/2003	waived	Delta Dental PPO	Usable Life \$10,000
BARTLESON JR	LOUIS W	POLICE	POLICE OFFICER	65,455.31	25,356.58	8/26/2013	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
BLACK	KATLIN O	POLICE	POLICE OFFICER	69,466.68	24,126.14	2/4/2013	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
BOHN JR	DALLAS M	POLICE	POLICE OFFICER	101,981.51	39,575.00	1/9/2006	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
BOYLE	KYLE	POLICE	POLICE OFFICER	57,432.58	22,470.63	8/24/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
BOYLE Jr	KEVIN	POLICE	POLICE OFFICER	93,534.87	32,713.95	2/7/2012	waived	Delta Dental PPO	Usable Life \$10,000
BUDD	JOANNE M	SRCLK	SENIOR CLERK TYPIST	40,538.55	14,032.62	11/16/2008	NJ Direct 15	Delta Dental PPO	Usable Life \$25,000
CAMPBELL	ERIC	POLICE	POLICE OFFICER	45,398.48	19,152.22	4/29/2016	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
COOMBS SR	ERIC S	POLICE	POLICE OFFICER	103,942.69	37,729.23	1/12/2004	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
CRAIG	AUSTIN T	POLICE	POLICE OFFICER	45,398.48	17,404.01	4/1/2019	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
DANZE	ERIC D	POLICE	POLICE OFFICER	61,443.94	23,649.09	1/20/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
DENHAM	HAYDEN M	SPECIAL	SPECIAL OFFICER	30,160.00	11,153.00	12/15/2018			Usable Life \$10,000
DUNN	PATRICK W	SPECIAL	SPECIAL OFFICER	30,160.00	11,443.19	12/12/2018			Usable Life \$10,000
ELWELL	JENNIFER M	POLICE	POLICE OFFICER	101,981.51	39,045.76	7/23/2005	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
FELSING	JASON K	POLICE	POLICE OFFICER	61,443.94	25,580.01	3/2/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
FESSLER	ROBERT	POLICE	POLICE OFFICER	103,942.69	38,609.71	8/25/2003	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
FLUTCROFT	STEPHEN	POLICE	POLICE OFFICER	69,466.68	30,250.52	8/27/2012	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
GAMBLE	MATTHEW R	POLICE	POLICE OFFICER	93,534.87	35,695.77	8/29/2011	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
GELLURA JR	SAMUEL	SPECIAL	SPECIAL OFFICER	31,200.00	11,116.25	12/16/2017			Usable Life \$10,000
GRETO	ANTHONY T	POLICE	POLICE OFFICER	93,534.87	34,561.78	8/29/2011	waived	Delta Dental PPO	Usable Life \$10,000
HANSBERRY	RYAN E	SGT	SERGEANT	112,632.29	40,947.82	9/3/2002	waived	Delta Dental PPO	Usable Life \$10,000
HARKIN III	MICHAEL	POLICE	POLICE OFFICER	45,398.48	17,747.09	4/14/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
HARTMAN JR	ROBERT	SGT	SERGEANT	116,882.57	40,604.76	9/19/1994	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
HEGARTY	ADAM M	POLICE	POLICE OFFICER	57,432.58	22,637.87	11/28/2011	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
IAMES JR	MICHAEL F	POLICE	POLICE OFFICER	65,455.31	29,299.35	8/26/2013	waived	Delta Dental PPO	Usable Life \$10,000
KOCIS III	WILLIAM T	POLICE	POLICE OFFICER	53,421.21	19,092.03	12/19/2014	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
LEWIS	KEVIN E	LT	POLICE LIEUTENANT	124,223.65	45,389.39	1/9/2006	waived	Delta Dental PPO	Usable Life \$10,000
MAJANE	MICHAEL P	POLICE	POLICE OFFICER	103,942.69	39,446.55	12/17/2001	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
MARROQUIN	ANTONIO A	SPECIAL	SPECIAL OFFICER	30,160.00	10,300.82	11/25/2019			Usable Life \$10,000
MASTRIANA	WILLIAM	CHIEF	CHIEF OF POLICE	161,307.11	55,837.08	7/19/1993	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
MATHIS	JAMES M	POLICE	POLICE OFFICER	53,421.21	20,486.01	8/30/2016	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
MCEWING	BRIAN C	SGT	SERGEANT	110,507.16	43,946.75	2/5/2007	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
MCMULTY	JAMES P	POLICE	POLICE OFFICER	69,466.68	28,568.25	8/27/2012	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
MICCICHE	ANTHONY	POLICE	POLICE OFFICER	61,443.94	26,544.18	8/25/2014	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
NUSCIS	MICHAEL T	POLICE	POLICE OFFICER	65,455.31	22,904.15	3/3/2014	waived	Delta Dental PPO	Usable Life \$10,000
O'BRIEN	KEVIN M	POLICE	POLICE OFFICER	45,398.48	18,907.65	8/27/2018	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
OMROD	WILLIAM M	POLICE	POLICE OFFICER	49,409.84	18,161.38	8/29/2017	waived	Delta Dental PPO	Usable Life \$10,000
PARKER	AUSTIN P	POLICE	POLICE OFFICER	45,398.48	19,722.24	1/22/2019	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
PERRY	MICHAEL C	POLICE	POLICE OFFICER	103,942.69	43,049.90	6/13/2004	waived	Delta Dental PPO	Usable Life \$10,000
PORCH JR	WILLIAM A	POLICE	POLICE OFFICER	49,409.84	22,064.97	8/29/2017	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
PRIOLE	WILLIAM C	CPT	POLICE CAPTAIN	139,709.11	48,360.87	10/14/1991	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
REILLY	MATTHEW F	SPECIAL	SPECIAL OFFICER	30,160.00	13,035.26	12/15/2018			Usable Life \$10,000
RYAN	CHARLES J	SGT	SERGEANT	110,507.16	40,067.73	2/5/2007	waived	Delta Dental PPO	Usable Life \$10,000
SAINI	JORDAN C	POLICE	POLICE OFFICER	61,443.94	25,617.61	8/25/2014	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
SCHEID	COREY A	POLICE	POLICE OFFICER	61,443.94	24,869.76	12/5/2009			Usable Life \$10,000
SHECK	JONATHAN J	POLICE	POLICE OFFICER	61,443.94	23,710.45	8/15/2014	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
SCHIED	SUZANNE M	SRCLK	SENIOR CLERK TYPIST	36,181.36	12,524.31	9/21/2009	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
SENICO	AAREN D	SRCLK	SENIOR CLERK TYPIST	36,304.98	12,867.15	2/24/2014	NJ Direct 15	Delta Dental PPO	Usable Life \$25,000

SHOUGH	THOMAS	POLICE	POLICE OFFICER	49,409.84	21,697.99	1/22/2018	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
SMITH JR	ROBERT C	SGT	SERGEANT	116,882.57	42,223.32	9/4/1995	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
SZEMCSAK	MICHAEL B	POLICE	POLICE OFFICER	101,981.51	40,355.00	8/29/2005	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
TRUNFIO	STEVEN M	POLICE	POLICE OFFICER	45,398.48	19,360.26	8/27/2018	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
URQUHART	TIMOTHY D	SPECIAL	SPECIAL OFFICER	34,320.00	13,648.25	12/17/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
VANAMAN JR	DONALD	LT	POLICE LIEUTENANT	126,612.57	46,262.25	3/10/2003	waived	Delta Dental PPO	Usable Life \$10,000
VASSAR	CHRISTOPHER E	SPECIAL	SPECIAL OFFICER	22,880.00	4,604.75	12/14/2019		Delta Dental PPO	Usable Life \$10,000
WALKER Jr.	KENNETH E	POLICE	POLICE OFFICER	53,421.21	19,838.79	3/27/2015	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
WHITTEN JR	DOUGLAS D	LT	POLICE LIEUTENANT	131,390.40	45,481.32	9/19/1994	NJ Direct 2030	Delta Dental PPO	Usable Life \$10,000
WILSON	SUSAN M	CONSECTARY	CONFIDENTIAL SECRETARY	50,431.75	17,457.12	7/29/2013	NJ Direct 15	Delta Dental PPO	Usable Life \$25,000
WOLF	KAREN	PR CLK	PRINCIPAL CLERK TYPIST	51,213.02	18,712.47	6/24/1992	NJ Direct 15	Delta Dental PPO	Usable Life \$25,000

**AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
AND
WILLIAM MASTRIANA
THE CHIEF OF POLICE
OF THE TOWNSHIP OF LOWER**

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EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF THE
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**EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF
THE TOWNSHIP OF LOWER**

THIS AGREEMENT dated September 18, 2017 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the "**Township**") and **William Mastriana**, of North Cape May, New Jersey 08204, (herein referred to as "**The Chief**").

RECITALS

WHEREAS, William Mastriana is the Chief of Police of Lower Township since _____ and has performed admirably in that position;

WHEREAS, the Township and the Chief wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE the parties agree as follows:

ARTICLE 1

EMPLOYMENT: The Township agrees to employ William Mastriana as the Chief of Police of the Township of Lower Police Department, during good behavior and in accordance with New Jersey State Statute subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2

MANAGEMENT RIGHTS: The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested 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, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

DUTIES AND RESPONSIBILITIES OF THE CHIEF: The Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statute NJSA 40A:14-118, in compliance with Township ordinances and the regulation and policies established by the New Jersey Attorney General's office. The responsibilities of the Chief shall include, but not be limited to the following:

- A. Conduct and manage the day to day operations of the police department.
- B. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel.
- C. Have exercise and discharge the functions, powers, and duties of the police force.
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- E. Prescribe the duties and assignments of all subordinates and other personnel.
- F. Report at least monthly at the regular meetings of the Township or by any such other forms as the Township shall require as to the operation of the police force during the preceding month.
- G. Report from time to time with the Township Manager and the Mayor regarding the operations of the Police Department.

ARTICLE 4

WORK WEEK: The position of Chief is a salaried position compensated pursuant to the salary paragraph in this contract.

This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Chief shall work an average of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. All parties endorse a policy of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

ARTICLE 5

SICK LEAVE: The Chief shall be entitled to utilize accumulated sick leave as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 6

INJURY LEAVE: The Chief shall be entitled to injury leave as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 7

FUNERAL LEAVE: In the event of the death in the Chief of Police's immediate family, the Chief of Police shall be given five (5) days leave with pay for a family member within the State of New Jersey and seven (7) days leave with pay if not within the State of New Jersey.

Immediate family shall mean spouse, sibling, child or grandchild, parent, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

ARTICLE 8

VACATION DAYS: The Chief shall be entitled to vacation days as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

Additionally, the position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to sell back to the Township two weeks of accumulated vacation. Vacation time carried forward must be used by December 31st of the following year.

ARTICLE 9

HOLIDAY TIME: The Chief shall be entitled to the same holidays as provided for in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 10

PERSONAL DAYS: The Chief shall be entitled to the same number of personal days as provided for in the 2016-2019 Township Police Superior

Officers' Collective Bargaining Contract.. (Such personal days shall not accumulate from year to year.)

ARTICLE 11

MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:

1. The Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract.
2. Upon retirement the Chief of Police shall be entitled to receive retiree health, dental, prescription and eye insurance coverage consistent with the then current Township of Lower Police Superior Officers' Collective Bargaining Contract, as though the Chief of Police was a retired member of that unit. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the drug prescription plan as provided for in the current Township of Police Superior Officers' Collective Bargaining Contract, as if the Chief of Police were still living so long as she does not re-marry.
3. Upon reaching the age of sixty-five (65) years of age or whenever the retired Employee is first eligible for medicare, the Township shall provide to the Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or whenever the retired Employee is first eligible for medicare as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement.

ARTICLE 12

CLOTHING ALLOWANCE:

1. The Chief of Police shall not receive a clothing allowance.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE 13

PERSONAL CAR:

1. Due to the nature of the employment conditions of the Chief of Police, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and limited personal use. The make and model of the automobile shall be determined by the Township however, it shall be a full size four door car and shall be equipped with such safety equipment as needed for police work.
2. The Chief of Police shall be permitted to use the car for his limited personal use within Cape May County. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, in-service training, conferences, and any other traveling needed to carry out the duties of the Chief.
3. The Township shall pay all expenses for the operation and upkeep of the automobile such as car insurance, tires, gas, oil changes, etc.
4. The automobile shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 14

COLLEGE CREDITS:

The Chief of Police shall no longer be entitled to payment for college credits .

ARTICLE 15

COMPENSATION:

During the terms of this Agreement the Chief shall receive the following base wages:

Based upon economic concessions in this agreement, effective 01/01/18 the Chief shall a one time increase to his base salary of \$1,250.00.

Additionally, the following cost of living increases will be paid.

Effective 01/01/16 – 2.50%

Effective 01/01/17 – 3.00%

Effective 01/01/18 – 3.00%

Effective 01/01/19 – 3.50%

The Chief and the Township agree to discuss the potential for a wage adjustment should there be a merger of police departments or should the Township's Police Department enter into a contract to provide police services to another municipality.

ARTICLE 16

LONGEVITY PAY INCREASES:

The Chief of Police is not entitled to Longevity Pay.

ARTICLE 17

RETIREMENT:

The Chief shall retain all pension rights under New Jersey Law.

Upon retirement, the Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Chief may elect that such payments be made over two (2) budget years prior to the Chief's 25th year of service and/or retirement date.

Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which had accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or the time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months.

ARTICLE 18

LEGAL DEFENSE:

1. The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the

State of New Jersey and of the United States. A selection of an attorney may be made by the Chief of Police subject to the approval of the Township and such approval shall not be reasonably withheld by the Township. The Township shall similarly be responsible for indemnification and counsel, in connection with all claims including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement.

2. In the event that the Chief of Police utilizes counsel other than that supplied by the Township, the fees and costs shall be agreed upon by the attorney and the Township prior to the attorney performing such services.

ARTICLE 19

PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES:

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the same is approved by the Township Manager in advance. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, shall be paid by the Township, unless otherwise agreed.
2. International Association of Chiefs' of Police Annual Training Conference: The Township agrees to grant paid training time off including travel time, of no more than five (5) days, for the Chief of Police to attend the annual International Association of Chiefs' of Police Training Conference which is held in various states throughout the United States each year. All costs and expenses associated with attendance shall be the responsibility of the Township. However, all costs and expenditures for the same to the extent practicable shall be pre-approved by the Township Manager. Prior to the conference, the Township Manager will establish a maximum per diem rate for meals not to exceed \$100 per day. The Chief will be required to provide receipts for all expenditures.

The Chief of Police shall also be required to provide a written report to the Township Manager, which details the information

presented at the conference, including how such information is valuable and useful to the Lower Township Police Department.

3. Membership Dues: The Township also agrees to pay for the Chief of Police's dues for membership in the Cape May County Police Chiefs' Association, the South Jersey Police Chiefs' Association, the New Jersey State Association of Police, the New Jersey F.B.I. National Academy Associates, and the International Association of Chiefs' of Police. The amount of membership dues shall not exceed the actual cost.

ARTICLE 20

NON-PRECEDENT: This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 21

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the 2016-2019 Township Police Superior Officers' Collective Bargaining Contract however, the parties agree that unless a benefit is specifically referred to in this agreement, the Chief will not be entitled to the benefit.

ARTICLE 22

ENTIRE AGREEMENT: This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

In the event of any conflict or dispute, it shall be resolved first through non-binding alternative dispute resolution and if not settled, then through binding arbitration in accordance with the rules of the American Arbitration Association, if requested by the Chief or the Township.

ARTICLE 23

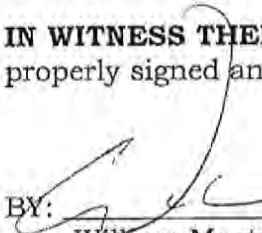
SEPARABILITY AND SAVINGS AND APPLICATION:

1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

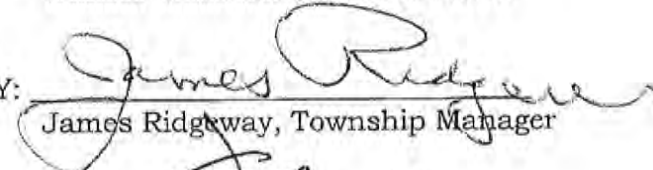
ARTICLE 24

TERM: The term of this Agreement shall commence on January 1, 2016 through December 31, 2019 and thereafter from year to year until otherwise negotiated by the parties. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes. The terms of this Agreement may only be modified by the mutual consent of the parties.

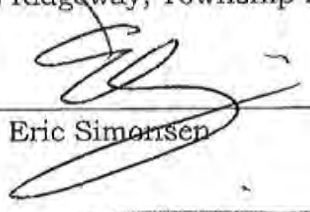
IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 18th day of December, ~~2016~~ 2017

BY: 

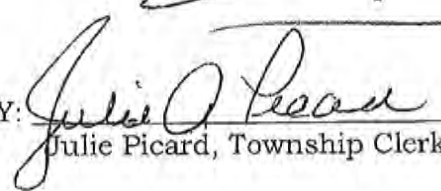
William Mastriana, Chief of Police

BY: 

James Ridgeway, Township Manager

BY: 

Mayor Eric Simonsen

BY: 

Julie Picard, Township Clerk

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY
AND
LOWER TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION
LOCAL #59

January 1, 201~~5~~⁶ through December 31, 2019

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PREAMBLE

This Agreement entered into this 6th day of November, 2017 by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and Local #59, the Lower Township Police Superior Officers' Association, hereinafter called the "Superior Officers Association").

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 1 – RECOGNITION: DEFINITIONS

- A. The Township hereby recognized the SOA as the exclusive majority representative for all Lieutenants and Captains in the Police Department of the Township of Lower within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.
- B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:
 - a. "Act" shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
 - b. "Administrative Code" shall mean Chapter II of "revised General Ordinances" of the Township of Lower, 1974 (hereinafter referred to as the "General Ordinances").
 - c. "Chief of Police" shall mean the Chief of the Department with those duties and responsibilities as set forth in the Township's Administrative Code.
 - d. "Police Department" shall mean the Township of Lower Police Department.
 - e. "Police Headquarters" shall mean the main office for the Department located at the Cape May County Airport complex in Lower Township, New Jersey.
 - f. "Superior Police Officer(s)", Member(s), and/or Employee(s) shall mean all Lieutenants and Captains of the Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 – LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under any applicable laws and regulations. The rights granted the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws except such particular provisions of this Agreement modify existing local laws.

ARTICLE 3 – MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

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 with the implementation thereof shall be limited only by the specific and express terms of this Agreement and by the Act.

ARTICLE 4 - LTSOA REPRESENTATIVES

A. Accredited representatives of the P.B.A. may enter Police Headquarters or the Office of the Chief at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Police Headquarters or Office of the Chief, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township government or with the normal duties of the Township's employees.

B. During collective negotiations with the Township, authorized LTSOA representatives, not to exceed two, shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

C. Each member of the LTSOA collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE 5 – RETIREMENT

A. Employees shall retain all pension rights under the New Jersey law and General Ordinances, as defined in Article I.

B. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which had accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or the time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months. For purposes of this paragraph B, other time off shall not include terminal leave set forth in paragraph C below of this Article 5.

C. Upon regular retirement, an Employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Employee shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be \$15,000.00.

D. Each retiring employee shall notify the Township of their intention to retire 30 day prior to January 1 of the year of retirement, except in an emergency. If an employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.

E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.

F. If an Employee desires to cease work prior to his/her official retirement date and also desires to utilize vacation leave, personal days, terminal leave (pursuant to Paragraph C of this Article) and compensatory time that has been accrued and earned as of the date the Employee ceases work, the Employee shall provide written notice to the Manager of his/her intention to do so. Upon the Manager's approval, the Employee shall continue to receive such paid leave benefits in regularly scheduled installments up to the earlier of the official date of retirement or until such leave benefits are exhausted; provided, however, that no additional paid leave benefits shall accrue after the date the Employee ceases work. This provision shall be effective March 1, 2009.

G. If an Employee pending retirement continues to receive paid leave pursuant Paragraph F of Article 5, such Employee shall not be subject to any provision requiring the "recall" of Employees to work. Such Employee shall also not be subject to firearms qualification or drug testing unless otherwise mandated by federal or state law.

ARTICLE 6 – LEAVE OF ABSENCE

A. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the Employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which may be extended at the request of the Employee, upon good cause shown, for up to a total of six (6) additional months (excluding the initial twelve (12) week period). The Employee shall be entitled to leave for the Employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the Employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the Employee takes FMLA or NJFLA Leave, the Employee may, at the Employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA Leave. The Employer retains all rights to require proper certification from a healthcare provider pursuant to all Applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

B. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article 12. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

C. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

D. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to the P.B.A.

E. Before an Employee goes on FMLA or NJFLA Leave without pay, the Employee shall be entitled to use of all sick, vacation and personal days which have been credited to the Employee at the beginning of the year. The Employee also acknowledges that sick, vacation and personal days are not earned during an FMLA or NJFLA Leave or any other unpaid leave of absence. Accordingly, (i) if an Employee on such leave does not return to work, he shall reimburse the Employer for the paid

sick, vacation and personal days used in excess of his prorated entitlements as set forth in Paragraphs 9E, 11E and 15C of this Agreement, or (ii) if an Employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE 7 - DEDUCTION FROM SALARY

A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the LTSOA. Such deductions will be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office during each month following the pay period in which deductions were made.

B. If during the life of the Agreement there shall be any changes in the rate of membership dues, the LTSOA shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each Employee.

C. The LTSOA will provide the necessary "check-off authorization" cards submitted by the LTSOA to the Township.

ARTICLE 8 – WORK WEEK – OVERTIME

A. All Superior Officers shall be expected, if the Employer deems it necessary, to work a minimum of 40 hours per week, on a schedule established by the Chief of Police.

B. Nothing herein contained shall infringe on or limit the power or duty of the Employer to act to provide for the health, safety or welfare of the Township in an emergency situation through special emergency directives pursuant to N.J.S.A. 40A:14-118.

C. As management, the Superior Officers shall not be entitled to overtime pay regardless of the number of hours worked in any day or week.

D. Nothing contained herein shall limit or infringe on the power of the Employer, pursuant to N.J.S.A. 40A:14-118 and subject to the operational control and day to day management of the Chief of Police, to adopt policies, rules and regulations to (i) establish reporting procedures for all Superior Officers and (ii) require the scheduling of Superior Officers for special assignments, functions and events within the Township; provided, however, that the actual schedule will be determined by the Chief of Police.

E. In the event that the Chief of Police directs an LTSOA member to work more hours than a normal workweek that member shall be compensated in hour for hour compensatory time. The current practice of requiring LTSOA members to use compensatory time within the same pay period that it is earned is ended. Members of the LTSOA will be allowed to bank a total of 60 hours of compensatory time. Such time will be scheduled with the approval of the Chief or his designee. Said bank of compensatory time has no cash value. In the event that a member of the LTSOA retires and has banked compensatory time to his credit, that time shall be forfeited.

E. In the event that the Chief of Police directs an LTSOA member to work more hours than a normal workweek that member shall be compensated in hour for hour compensatory time. The current practice of requiring LTSOA members to use compensatory time within the same pay period that it is earned is ended. Members of the LTSOA will be allowed to bank a total of 60 hours of compensatory time. Such time will be scheduled with the approval of the Chief or his designee. Said bank of compensatory time has no cash value. In the event that a member of the LTSOA retires and has banked compensatory time to his credit, that time shall be forfeited.

F. Superior Officers may be permitted to work non-operational off-duty assignments and be compensated at the rate of time and one-half his hourly rate (determined by dividing his base salary plus longevity by 2,080); provided, however, that such additional compensation is subject to the Township receiving funding from an outside source, such as federal or state grant or other reimbursement from an

outside source for such off-duty assignment. Off-duty assignments do not include emergencies and may not be accumulated as compensatory time.

ARTICLE 9 – VACATIONS

A. The annual vacation period for Police Officers shall be as follows:

Up to the first year of working service	1 day per month worked
After 1 year and up to 5 years	12 working days
After 5 years and up to 10 years	15 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

B. Vacation leave must be taken during the current calendar year at such time permitted or directed by the appointing authority and Chief of Police unless the appointing authority and/or Chief of Police determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

C. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of vacation leave. For the purposes hereof, the prorated value of the vacation leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the vacation leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE 10 – HOLIDAYS

A. Employees shall be entitled to the following 14 holidays:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
General Election
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day

B. Employees actually working on the above legal holidays will not receive compensation, but shall be entitled to equal time off for such holidays worked within the same calendar year. Any such time off accruing in any calendar year which is unused by an employee within that calendar year must be used within the following calendar year where it shall be lost to the employee.

ARTICLE 11 – SICK LEAVE

A. Service Credit for Sick Leave.

- (i) All permanent Employees shall be entitled to sick leave with pay based on their aggregate years of service.
- (ii) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness,, accident or exposure to contagious disease.
- (iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's and Employee's own doctor. Such payment shall be discontinued when an employee is placed on disability or pension.

B. Amount of Sick Leave.

- (i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 16 days per year.
- (ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to Employee's credit from year to year to be used if and when needed for such purpose.
- (iii) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made part of the Employee's record.
- (iv) The Township may, at its option, but only upon the Employee's request, annually buy back up to five days of unused sick leave in January of any calendar year; provided that the Employee has not used more than five sick days in the preceding calendar year ending December 31.. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the Employee at the time of retirement pursuant to Paragraph C of Article 5.

C. Reporting of Absence on Sick Leave.

- (i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.
- (ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- (iii) Absence without notice for five consecutive days shall constitute a resignation pursuant to Civil Service Regulations.

D. Verification of Sick Leave.

- (i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- (ii) In case of leave of absence due to exposure of contagious disease, a certificate from the New Jersey Department of Health shall be required.
- (iii) The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty be examined, at the expense of the Township by a physician of the Employee's choice, or Township's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employee of the Township.

E. Sick leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for apportion of the year, the Employer shall recover the prorated value of sick leave, and if the Employee utilizes more than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) Multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

ARTICLE 12 – INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional Employees working 30 hours per week or more, and their dependents, beginning on the first day and third month after two months of active employment.

- i. The Health Insurance benefits will be equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052). See attached Schedule D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.
- ii. A prescription drug plan equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052) prescription plan (The Township may maintain the current #206 plan if the #52 plan is unavailable through SHBP). See attached Schedule D.
- iii. Dental plan with payment limitations as follows:
 - i. Preventative maintenance, etc. 100%
 - ii. Diagnostic 85%
 - iii. Restorative Treatment 85%
 - iv. Endodontics and periodontics 85%
 - v. Orthodontics 85%
 - vi. Prosthodontics-fixed and removed 85%
 - vii. Oral surgery-includes extraction and other oral
 - viii. Surgery procedures usually employed by a
 - ix. Dentist, including pre and post-operative care 85%
 - x. Maximum benefit: \$1,300 per person per calendar year; \$3,100 lifetime maximum per person for orthodontic service, for the term of this Agreement. There shall be a zero deductible.
- iv. A vision care plan with benefits payable only once every 24 months, as follows:
 - i. Vision Analysis \$80
 - ii. Single Vision Lenses \$70
 - iii. Bifocal Lenses \$85
 - iv. Multi Focal Lenses \$100
 - v. Contact Lenses \$110
 - vi. Frames \$85

- v. These benefits start, in their amended form, as soon as practicable after execution of this Agreement by both parties, and will continue for the life of this Agreement and thereafter unless otherwise negotiated, subject to the provision in Paragraph D below.
- B. The Township shall provide the following SHBP retiree health benefit coverage for retired Employee up to 65 years age or whenever the retired Employee is first eligible for Medicare:
- i. Eligibility
 - a. Employee retires at age 62 or older with at least 15 years service with the Township.
 - b. Employee retires before age 62 with at least 20 years service with the Township and 25 years of service credit as required under N.J.S.A. 40A:10-23 and/or N.J.S.A. 52:14-17.38.
 - c. Coverage is for the retired Employee, spouse and dependents until Medicare eligibility. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage or Medicare eligibility. Upon retired employee's death, dependents ~~will~~ receiving benefits will continue to receive the same until they are in eligible due to age or otherwise.
 - d. Employee receives an accidental disability retirement and/or ordinary disability retirement resulting from an on-the-job injury.
 - ii. Benefits

All benefits set forth in Paragraphs A(i) through A(v) above except, retirees shall be enrolled in the SHBP NJ Direct 2030 for retirees. See Schedule E.
 - iii. Coordination of Benefits.

If the retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the Employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's

spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits under his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

C. The Township shall provide the following health benefits coverage for retired Employees who have reached Medicare eligibility.

(i) Eligibility

- a. Employee retired at age 62 or older with at least 15 continuous service with the Township at the time of retirement.
- b. Employee retired with at least 20 years service with the Township, not necessarily continuous, and 25 years of service credit as required under N.J.S.A. 40A:10-23 at the time of retirement.
- c. Employee retired at age 65 or older but less than 15 years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance (if the Township provides one) and prescription program as long as the Employee pays the premiums.
- d. Coverage is for retired Employee and spouse, both of who have reached Medicare eligibility. When either Employee or spouse reaches Medicare eligibility, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches Medicare eligibility. In the event of a retired Employee's death, the spouse will continue to receive the described benefits until remarriage. Upon a retired employee's death, the employee's dependents receiving benefits will continue to receive the same (at retiree co-pay rates) until they are ineligible to do age or otherwise.
- e. Employee receives an accidental disability retirement or receives an ordinary disability retirement from an on-the-job injury.

(ii) The Township shall provide health benefits to retirees age 65 and over as follows:

- a. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum determined below respectively to defer the cost of obtaining alternate health insurance. If married, and the spouse is Medicare eligible, an additional sum of the same amount shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2016 by the percentage of wage increases set forth in this Agreement. The 2015 amount is \$1051.73; and each year of the contract shall be as follows:

2016 - \$1,071.19
2017 - \$1,091.00
2018 - \$1,111.19
2019 - \$1,131.74

- b. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for Medicare eligible retirees and spouse in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.
- (iii) If retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If she/he accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.
- D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.
- E. When both husband and wife are Township Employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in-and out-of-network deductibles and copayments.

- F. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.
- G. The provisions under this Agreement do not affect the health benefits coverages of Employees who retire prior to the effective date of this Agreement, all of which benefits are to be determined by prior contracts in effect at the time of the retirement; provided, however, that prior retirees may opt for coverage under the terms of this Agreement during the enrollment period, as long as they meet the eligibility criteria contained herein.
- H. The Township shall continue to provide a \$10,000 life insurance policy on the active Employee's life only, in addition to the insurance provided by the State pension plan.
- I. Whenever a police officer is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the Township, subject to the limitations set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., shall provide said Police Officer 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 a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding institute by or on the complaint of the Township shall be dismissed or finally determined in favor of the Police Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Police Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Police Officer's legal representation. If the affected Police Officer objects to the assigned legal representative, he may request a meeting with the Township's Manger and Solicitor in order to discuss and resolve any issues regarding the representation.
- J. In the event a Police Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until they would have been no longer eligible had the death not occurred. This coverage shall include any and all health insurance benefits subsequently negotiated by the P.B.A. for its members.
- K. When the Employee is required to use his own vehicle, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.

- L. Should the Township exercise their statutory right under P.L. 2010, c.2 (S-3) to provide payment to employees who seek to opt-out of the Employer's health benefit insurance, the Township will pay police officers 50% of this amount by July 15 and the balance by January 15.

ARTICLE 13 – EXCHANGE OF DAYS OFF

The Chief, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 - CLOTHING ALLOWANCE

A. All Lieutenants and Captains shall receive the same uniform and equipment as supplied to police officers or required by the Chief of Police.

ARTICLE 15 - TIME OFF

A. Each Employee shall be granted 6 personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.

B. All personal days must be used in the calendar year earned and will not be carried over to any succeeding calendar year.

C. Personal leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of personal leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value used, but unearned leave. For the purposes hereof, the prorated value of the personal leave shall be determined by (i) dividing the number 52 into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Purpose.

- (i) The purpose of this procedure is to secure, the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.
- (ii) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally.

B. Definition.

- (i) For the purposes of Steps One, Two and Three of Paragraph C as set forth below, the term “grievance” shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting the member of a bargaining unit.
- (ii) For the purposes of Step Four of Paragraph C as set forth below, the term “grievance” shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.
- (iii) Any grievance may be raised by any member of the bargaining unit or by the LTSOA.
- (iv) In relation to the grievance procedure as outlined in Subsection C infra, the term “working days” are defined as the time period from Monday through Friday inclusive.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(i) Step One:

- a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall

be made to settle the differences between the aggrieved party and the Chief or his designee, for the purpose of resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

- b. The Chief or his designee, shall render a decision within 10 working days after receipt of the grievance.

(ii) Step Two:

- a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the LTSOA and signed by the aggrieved and filed with the Township's Manager within 10 working days following the determination of the Chief of Police.
- b. The Township's Manager, or his representative, shall render a decision within 10 working days from the receipt of the grievance.

(iii) Step Three:

- a. In the event the grievance has not been resolved through Step Two, within 10 working days following the determination of the Township Manager, the matter may be submitted to the Township Council.
- b. The Township Council shall review the matter and make a determination within 10 working days from the receipt of the grievance.

(iv) Step Four:

- a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission ("PERC") within 10 working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of PERC.
- b. No arbitration hearing shall be scheduled sooner than 30 calendar days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

The LTSOA shall pay whatever costs may have been incurred in processing the case to arbitration.

- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.
- d. The costs for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. Miscellaneous.

- (i) A grievance may be instituted at the lowest step having the power to resolve it.
- (ii) Failure to respond to any step in this procedure by the Township shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. No Strike Pledge.

The LTSOA covenants and agrees that during the term of this Agreement neither the LTSOA nor any person acting in its behalf will cause, authorize or support, nor will any of its Members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage or work of abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The LTSOA agrees that such action would constitute a material breach of this Agreement.

ARTICLE 17 – AWARDS COMMITTEE

There is hereby established an awards committee composed of the Chief, a designated member of Council and one representative of the PBA. This committee shall have the authority to awards certificates of commendation to Superior Officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two days off with no loss of pay.

ARTICLE 18 – PERMISSION TO LEAVE THE TOWNSHIP

The Employee may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 19 – WAGES

- A. The wage increases shall be as follows for LTSOA members.
Based upon the economic concessions in this agreement each unit member shall have their base salary increased by \$1,250.00 .
Thereafter the following increases will be paid.

Effective 01/01/16 – 1.85%

Effective 01/01/17 – 1.85%

Effective 01/01/18 – 1.85%

Effective 01/01/19 – 1.85%

Backpay under this agreement shall be limited to unit members who actively work in a covered position after the date of ratification of this Agreement and shall not include unit members who retired, are on leave with intent to retire, or for other reasons are not actively employed in a covered position after the date of ratification.

- B. All employees hired before May 10, 2012 shall receive longevity pay in accordance with their years of service as follows:

2% of base pay after 5 years of service

4% of base pay after 10 years of service

6% of base pay after 15 years of service

8% of base pay after 20 years of service

10% of base pay after 24 years of service

The years of working services for the purposes of this paragraph C shall mean years worked as Superior Officer, Police Officer or Sergeant in the Police Department.

- C. All employees hired after May 10, 2012 of this Agreement shall not be entitled to longevity pursuant to Paragraph B above or otherwise.
- D. In addition to the proceeding paragraphs all LTSOA members shall be paid in in accordance with Schedule B & C.
- E. Upon execution of this Agreement, all police officers working "extra duty" assignments shall be compensated at the rate of \$60.00 per hour.

ARTICLE 20 - COLLEGE CREDITS

- A. Effective January 1, 2017 compensation for college credits shall be eliminated.

ARTICLE 21 – SAVINGS BOND

Upon written authorization, the Township shall deduct appropriate amounts so specified by the Employee from his paycheck to be used in purchasing savings bonds for said Employee.

ARTICLE 22 – COURT TIME

- A. Should it become necessary for any Employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Superior Officer, he shall not be entitled to any additional compensation or time off.
- B. Any retired Superior Officer required to appear in any court in cases where the Township is a party and the retired Superior Officer shall be called as a witness shall be entitled to compensation for such court time at an hourly rate based upon the salary payable to such retired Superior Officer at the time of his or her retirement. In order to be entitled to compensation for such court time, the retired Superior Officer shall be required to provide a voucher to the Township along with documentation of the time spent in court related to the retired Superior Officer's testimony. Such compensation shall be limited to time actually spent in court, and shall not include other expenses. Notwithstanding the foregoing, no retired Superior Officer shall be entitled to compensation for court time in any action brought by that retired Superior Officer against the Township.

ARTICLE 23 – POLICE RIGHTS

- A. The Superior Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.
- B. The wide ranging powers and duties given to the Department and its members involve them in manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by the Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
 - (i) The interrogation of a member of the Department shall be at a reasonable hour, within the light of all circumstances involved, preferable when a member of the Department is on duty.
 - (ii) The Superior Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Superior Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.
 - (iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time should also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.
 - (iv) The Superior Officer should not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Superior Officer from informing the member of the possible consequences of his act.
 - (v) If a Superior Officer is under arrest or is likely to be, that is, if he is the suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
 - (vi) If a Superior Officer, as a result of an investigation is being charged with a violation of rules and regulations or is about to be so charged, he shall be afforded an

opportunity to consult with counsel, or LTSOA representatives before any further interrogation.

- (vii) If any Superior Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question. Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

ARTICLE 24 – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

ARTICLE 25 – SEPARABILITY AND SAVINGS AND APPLICATION

- A. If any provision of the Agreement or any application of this Agreement to said employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 26 – MAINTENANCE AND MODIFICATION OF WORK RULES

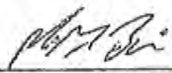
- A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Department, General Ordinances, or Resolutions of the Township pertaining to Superior Officers, or directives from the office of the Chief of Police, which are of universal application within the Department, currently in effect, shall be maintained for the life of this Agreement.
- B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

TERM AND RENEWAL

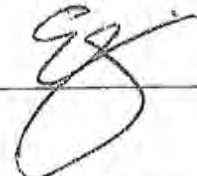
This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect up to and including December 31, 2019, without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days nor later than 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey on this 6th day of November, 2017.

LOCAL #59 POLICEMAN'S
BENEVOLENT ASSOCIATION



TOWNSHIP OF LOWER
LOWER TOWNSHIP, NEW JERSEY



TOWNSHIP OF LOWER SOA
SCHEDULE A

	<u>1/1/2015</u>	Add to Base: <u>\$ 1,250.00</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Lieut.	109,750.98	111,000.98	113,054.50	115,146.01	117,276.21	119,445.82
Captain	116,778.78	118,028.78	120,212.31	122,436.24	124,701.31	127,008.28

Schedule B

(1 of 2)

Lieutenant Salary

- A. For any employee hired prior to May 10, 2012, such Lieutenant shall receive longevity pursuant to Article 19, ¶C
- B. For any employee hired after May 10, 2012, such Lieutenant shall not receive longevity.
- C. Lieutenants pursuant to ¶A above shall be paid their longevity. In the event that a Lieutenant pursuant to ¶B (Lieutenants no longer eligible for longevity) is entitled to and receives a higher base salary pursuant to ¶D below, then Lieutenants with longevity (See ¶A above) shall be paid that amount.
- D. Lieutenants pursuant to ¶B above shall be paid 18.6% more than a Police Officer at 15 years and 18 years.

Schedule C

(2 of 2)

Captain Salary

- A. For any employee hired prior to May 10, 2012, such Captain shall receive longevity pursuant to Article 19, ¶¶C.
- B. For any employee hired after May 10, 2012, such Captain shall not receive longevity.
- C. Captains pursuant to ¶¶A above shall be paid their longevity. In the event that a Captain pursuant to ¶¶B (Captains no longer eligible for longevity) is entitled to and receives a higher base salary pursuant to ¶¶D below, then Captains with longevity (See ¶¶A above) shall be paid that amount.
- D. Captains pursuant to ¶¶B above shall be paid 26.2% more than a Police Officer at 15 years and 18 years.

LOCAL GOVERNMENT ACTIVE EMPLOYEES - MEDICAL PLAN DESIGNS - PLAN YEAR 2017

AETNA PLANS and HORIZON PLANS

HA-009E-1015

[illegible][illegible]

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY
AND
POLICEMAN'S BENEVOLENT ASSOCIATION OF NEW JERSEY
LOCAL #59

January 1, 2016 through December 31, 2019

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PREAMBLE

This Agreement entered into this 4th day of November, 2016 by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and Local #59, the New Jersey State Policemen's Benevolent Association, hereinafter called the "P.B.A.").

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 1 – RECOGNITION: DEFINITIONS

- A. The Township hereby recognized the P.B.A. as the exclusive majority representative for all Patrolmen and Sergeants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer –Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.
- B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:
 - a. “Act” shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
 - b. “Administrative Code” shall mean Chapter II of “revised General Ordinances” of the Township of Lower, 1974 (hereinafter also referred to as the “General Ordinances”).
 - c. “Chief” shall mean the Chief of the Department with those duties and responsibilities as set forth in the Township’s Administrative Code.
 - d. “Department” shall mean the Township of Lower Police Department.
 - e. “Police Headquarters” shall mean the main office for the Department located at the Cape May County Airport complex in Lower Township, New Jersey.
 - f. “Police Officer(s)”, Member(s), and/or Employee(s) shall mean all Patrolmen and Sergeants of the Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 - LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under any other applicable laws and regulations. The rights granted the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws except as such particular provisions of this Agreement modify existing local laws.

ARTICLE 3 - MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

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 with the implementation thereof shall be limited only by the specific and express terms of this Agreement and by the Act.

ARTICLE 4 - P.B.A. REPRESENTATIVES

A. The Township agrees to grant time off, not to exceed one week to any employee designated by the P.B.A. to attend P.B.A. Local 59, State and International meetings or conventions provided 72 hours written notice is given to the Chief by the P.B.A. No more than one member shall be granted time off at any one time. Exceptions may be made to this notice requirement in case of an emergency.

B. Accredited representatives of the P.B.A. may enter Police Headquarters or the Office of the Chief at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Police Headquarters or Office of the Chief, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township government or with the normal duties of the Township's employees.

C. During collective negotiations with the Township, authorized P.B.A. representatives, not to exceed two, shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

D. Each member of the P.B.A. collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE 5 - RETIREMENT

A. Employees shall retain all pension rights under the New Jersey law and General Ordinances, as defined in Article I.

B. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which has accumulated in the year of retirement and immediately preceding calendar year, together with all compensatory or other time off due him, or time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months. For purposes of this paragraph B, other time off shall not include terminal leave set forth in paragraph C below of this Article 5.

C. Upon regular retirement, an Employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Employee shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be \$12,000.00, which shall be increased to \$15,000.00 effective January 1, 2007.

D. Each retiring employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency. If the employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment of amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.

E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.

F. If an Employee desires to cease work prior to his/her official retirement date and also desires to utilize vacation leave, personal days, terminal leave (pursuant to Paragraph C of this Article) and compensatory time that has been accrued and earned as of the date the Employee ceases work, the Employee shall provide written notice to the Manager of his/her intention to do so. Upon the Manager's approval, the Employee shall continue to receive such paid leave benefits in regularly scheduled installments up to the earlier of the official date of retirement or until such leave benefits are exhausted; provided, however, that no additional paid leave benefits shall accrue after the date the Employee ceases work. This provision shall be effective March 1, 2009.

G. If an Employee pending retirement continues to receive paid leave pursuant Paragraph F of Article 5, such Employee shall not be subject to any provision requiring the "recall" of Employees to work. Such Employee shall also not be subject to firearms qualification or drug testing unless otherwise mandated by federal or state law.

ARTICLE 6 – LEAVE OF ABSENCE

A. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the Employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the Employee, upon good cause shown, for up to a total of six (6) additional months (excluding the initial twelve (12) week period). The Employee shall be entitled to leave for the Employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the Employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the Employee takes FMLA or NJFLA Leave, the Employee may, at the Employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA Leave. The Employer retains all rights to require proper certification from a healthcare provider pursuant to all Applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

B. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article 12. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

C. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

D. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to the P.B.A.

E. Before an Employee goes on FMLA or NJFLA Leave without pay, the Employee shall be entitled to use of all sick, vacation and personal days which have been credited to the Employee at the beginning of the year. The Employee also acknowledges that sick, vacation and personal days are not earned during an FMLA

or NJFLA Leave or any other unpaid leave of absence. Accordingly, (i) if an Employee on such leave does not return to work, he shall reimburse the Employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Paragraphs 9F, 11E and 15C of this Agreement, or (ii) if an Employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE 7 – DEDUCTION FROM SALARY

A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the P.B.A.. Such deductions will be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office during each month following the monthly pay period in which deductions were made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each Employee.

C. The P.B.A. will provide the necessary “check-off authorization” cards submitted by the P.B.A. to the Township.

ARTICLE 8 – WORK WEEK – OVERTIME

A. For the purposes of this Article, a work-period shall be defined as a 28 day period commencing 12:01 a.m. on Sunday morning and ending 28 days later at 11:59 p.m. Saturday night. If the Township is determined to have a non-negotiable managerial prerogative to return to an eight-hour work day, the Employees shall work 21 eight-hour work days, totaling 168 hours, during each 28 day work-period. The exact days and hours to be worked hereunder and under Paragraph D below shall be determined by the Township. There shall be no overtime hereunder or under Paragraph D below unless an Employee works in excess of 168 hours for any 28 day work-period.

B. If an Employee is called to duty on his day off, he shall be paid for all hours worked at time and one half rates and be guaranteed two hours minimum. The Township shall have the right to retain the Employee on the job for the entire minimum period.

C. Each Employee shall have the option to take compensatory time ("Comp Time") up to a limit of 480 hours in lieu of payment at the rate of time and one-half the Employee's pay for overtime accrued as "operational overtime." Comp Time shall be accrued at the rate of one and one-half hour Comp Time for one hour of overtime worked. For the purposes of this Article, operation overtime shall be defined as overtime accrued through recall to duty or from working more than eight hours per shift. The "extra days" as defined above may not be utilized as Comp Time. Comp Time under this paragraph may be granted or withheld in sole discretion of the Chief of Police. In the event that Comp Time is denied by the Chief, the Employee shall be compelled to accept regular overtime pay in lieu thereof.

D. The work schedule shall remain as changed on February 13, 2001. That work schedule shall be described as having a 28 day work cycle, totaling 168 hours based upon twelve (12) hour work days requiring fourteen (14) twelve-hour work days for each 28 day work-period. All references in this Agreement to vacation, sick, personal and other days of leave shall be converted to hours, such that every 8 hours equals one day. In the event that the Township asserts that it has a non-negotiable managerial prerogative under existing case law to effectuate change in this work schedule, nothing herein shall be construed to constitute a waiver of its non-negotiable managerial prerogatives.

ARTICLE 9 – VACATIONS

A. Each Police Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31, excepts as set forth in Paragraph B below.

B. All Police Officers will be permitted to take vacation between June 30 and the first Tuesday after Labor Day; vacation shall not be longer than one six day week and shall not be taken when the officer is working the 4:00 p.m. to 12:00 p.m. (midnight) tour. Disputes concerning summer vacations shall be grievable but not arbitrable.

C. The annual vacation period for Police Officers shall be as follows:

Up to the first year of working service	1 day per month worked
After 1 year and up to 5 years	12 working days
After 5 years and up to 10 years	15 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

D. Vacation leave must be taken during the calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

E. Each Employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The Employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an Employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year.

Example

An Employee has accumulated 50 unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 Township/P.B.A. Contract, said Employee is entitled to 20 vacation days. The Employee takes 25 vacation days in the calendar year of 1982. The first 20 days will be assessed against his 1982 vacation leave and the other five days will be subtracted from its previous vested 50 vacation days.

F. Effective January 1, 2007, Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status

where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of vacation leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the vacation leave shall be determined by (i) dividing the number 52 into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE 10 – HOLIDAYS

A. Employees shall be entitled to the following 15 holidays:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
General Election
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Day
Employee's Birthday

The Holidays shall be compensated by granting equal compensatory time off, to be taken at the Township's discretion within the vacation period and may only be carried over pursuant to the terms of Article 9, Paragraph D.

B. Officers actually working on the above legal holidays will receive compensation for that day's work at the rate of time and one-half of the Employee's straight time pay.

C. When there is any unscheduled closing of the Township Municipal Hall where other Township employees are paid for that time, officers actually working on that day will be compensated for any hours of closing in compensatory time at the straight time rate. Should a holiday be declared, not listed in Paragraph A of this Article, those Employees who work on said declared holiday shall be given equivalent compensatory time in lieu of the holiday. Unscheduled closings shall not be intended to include any situation where a legal holiday or any of the legal holidays listed above falls on a Saturday or Sunday, thereby necessitating the observance of such holiday on the preceding Friday or subsequent Monday.

D. As of January 1, 2017, "Employee's Birthday" shall be removed from the holiday list in Paragraph A of this Article.

ARTICLE 11 – SICK LEAVE

- A. Service Credit for Sick Leave.
 - (i) All permanent Employees shall be entitled to sick leave with pay based on their aggregate years of service.
 - (ii) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness,, accident or exposure to contagious disease.
 - (iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's and Employee's own doctor. Such payment shall be discontinued when an employee is placed on disability or pension.
- B. Amount of Sick Leave.
 - (i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 16 days per year.
 - (ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.
 - (iii) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made part of the Employee's record.
 - (iv) The Township may, at its option, but only upon the Employee's request, annually buy back up to five days of unused sick leave in January of any calendar year; provided that the Employee has not used more than five sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the Employee at the time of retirement pursuant to Paragraph C of Article 5.
- C. Reporting of Absence on Sick Leave.
 - (i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.
 - (ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - (iii) Absence without notice for five consecutive days shall constitute a resignation pursuant to Civil Service Regulations.
- D. Verification of Sick Leave.

- (i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- (ii) In case of leave of absence due to exposure of contagious disease, a certificate form the New Jersey Department of Health shall be required.
- (iii) The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty be examined, at the expense of the Township by a physician of the Employee's choice, or Township's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees of the Township.

E. Effective January 1, 2007, Sick leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of sick leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number 52 into the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then (ii) Multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

ARTICLE 12 – INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional Employees working 30 hours per week or more, and their dependents, beginning on the first day and third month after two months of active employment.

- i. The Health Insurance benefits will be equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052). See attached Schedule D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.
- ii. A prescription drug plan equal to or greater than the New Jersey State Health Plan NJ Direct 2030 (#052) prescription plan (The Township may maintain the current #206 plan if the #52 plan is unavailable through SHBP). See attached Schedule D.
- iii. Dental plan with payment limitations as follows:
 - i. Preventative maintenance, etc. 100%
 - ii. Diagnostic 85%
 - iii. Restorative Treatment 85%
 - iv. Endodontics and periodontics 85%
 - v. Orthodontics 85%
 - vi. Prosthodontics-fixed and removed 85%
 - vii. Oral surgery-includes extraction and other oral
 - viii. Surgery procedures usually employed by a
 - ix. Dentist, including pre and post-operative care 85%
 - x. Maximum benefit: \$1,300 per person per calendar year; \$3,100 lifetime maximum per person for orthodontic service, for the term of this Agreement. There shall be a zero deductible.
- iv. A vision care plan with benefits payable only once every 24 months, as follows:
 - i. Vision Analysis \$80
 - ii. Single Vision Lenses \$70
 - iii. Bifocal Lenses \$85
 - iv. Multi Focal Lenses \$100
 - v. Contact Lenses \$110

vi. Frames

\$85

- v. These benefits start, in their amended form, as soon as practicable after execution of this Agreement by both parties, and will continue for the life of this Agreement and thereafter unless otherwise negotiated, subject to the provision in Paragraph D below.
- B. The Township shall provide the following SHBP retiree health benefit coverage for retired Employee up to 65 years age or whenever the retired Employee is first eligible for Medicare:
 - i. Eligibility
 - a. Employee retires at age 62 or older with at least 15 years service with the Township.
 - b. Employee retires before age 62 with at least 20 years service with the Township and 25 years of service credit as required under N.J.S.A. 40A:10-23 and/or N.J.S.A. 52:14-17.38.
 - c. Coverage is for the retired Employee, spouse and dependents until Medicare eligibility. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage or Medicare eligibility. Upon retired employee's death, dependents will receiving benefits will continue to receive the same until they are in eligible due to age or otherwise.
 - d. Employee receives an accidental disability retirement and/or ordinary disability retirement resulting from an on-the-job injury.
 - ii. Benefits

All benefits set forth in Paragraphs A(i) through A(v) above except, retirees shall be enrolled in the SHBP NJ Direct 2030 for retirees. See Schedule E.
 - iii. Coordination of Benefits.

If the retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the Employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or

takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits under his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

- C. The Township shall provide the following health benefits coverage for retired Employees who have reached Medicare eligibility.

(i) Eligibility

- a. Employee retired at age 62 or older with at least 15 continuous service with the Township at the time of retirement.
- b. Employee retired with at least 20 years service with the Township, not necessarily continuous, and 25 years of service credit as required under N.J.S.A. 40A:10-23 at the time of retirement.
- c. Employee retired at age 65 or older but less than 15 years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance (if the Township provides one) and prescription program as long as the Employee pays the premiums.
- d. Coverage is for retired Employee and spouse, both of who have reached Medicare eligibility. When either Employee or spouse reaches Medicare eligibility, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches Medicare eligibility. In the event of a retired Employee's death, the spouse will continue to receive the described benefits until remarriage. Upon a retired employee's death, the employee's dependents receiving benefits will continue to receive the same (at retiree co-pay rates) until they are ineligible to do age or otherwise.
- e. Employee receives an accidental disability retirement or receives an ordinary disability retirement from an on-the-job injury.

(ii) The Township shall provide health benefits to retirees age 65 and over as follows:

a. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum determined below respectively to defer the cost of obtaining alternate health insurance. If married, and the spouse is Medicare eligible, an additional sum of the same amount shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2016 by the percentage of wage increases set forth in this Agreement. The 2015 amount is \$1051.73; and each year of the contract shall be as follows:

2016 - \$1,066.98
2017 - \$1,082.45
2018 - \$1,098.15
2019 - \$1,114.07

b. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for Medicare eligible retirees and spouse in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.

(iii) If retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If she/he accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

D. The Township reserves the right to change the third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.

- E. When both husband and wife are Township Employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in-and out-of-network deductibles and copayments.
- F. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.
- G. The provisions under this Agreement do not affect the health benefits coverages of Employees who retire prior to the effective date of this Agreement, all of which benefits are to be determined by prior contracts in effect at the time of the retirement; provided, however, that prior retirees may opt for coverage under the terms of this Agreement during the enrollment period, as long as they meet the eligibility criteria contained herein.
- H. The Township shall continue to provide a \$10,000 life insurance policy on the active Employee's life only, in addition to the insurance provided by the State pension plan.
- I. Whenever a police officer is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the Township, subject to the limitations set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., shall provide said Police Officer 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 a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding institute by or on the complaint of the Township shall be dismissed or finally determined in favor of the Police Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Police Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Police Officer's legal representation. If the affected Police Officer objects to the assigned legal representative, he may request a meeting with the Township's Manger and Solicitor in order to discuss and resolve any issues regarding the representation.
- J. In the event a Police Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until they would have been no longer eligible had the death not occurred. This coverage shall include any and all

health insurance benefits subsequently negotiated by the P.B.A. for its members.

- K. When the Employee is required to use his own vehicle, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.
- L. Should the Township exercise their statutory right under P.L. 2010, c.2 (S-3) to provide payment to employees who seek to opt-out of the Employer's health benefit insurance, the Township will pay police officers 50% of this amount by July 15 and the balance by January 15. Should the Township decide to change the amount of opt-out payment or eliminate the same, the PBA will be provided notice 30 days prior to open enrollment.
- M. No less than 30 days prior to open enrollment, or as soon as practicable after their release, the Township will provide the PBA with health insurance rates for all available medical and prescription plans.

ARTICLE 13 - EXCHANGE OF DAYS OFF

The Chief, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 - CLOTHING ALLOWANCE

A. Each Police Officer shall have a complement of the following uniforms and equipment:

UNIFORM AND EQUIPMENT ISSUE LIST

ITEM	INITIAL	AFTER ACADEMY GRADUATION	REQUIRED
Overcoat	1	1	1
Jacket	1	2	2
Shirt L.S.	3	2	5
Shirt S.S.	3	3	6
Pants-Winter	3	2	5
Pants-Summer	3	2	5
Hat Uniform	1	2	2
Cap-Fur	1		1
Cap-Tactical	1		1
Neckties	3		3
Raincoat w/Cap Cover	1		1
Jumpsuit Tactical	1		2
Vest Protective	1		1
Cool-Shirt	2		2
Sam Brown Belt			
Complete	1		1
Pistol Automatic	1		1
Flashlight SL-20	1		1
Boots-Rain	1		1
Badge	3		3
Shield	2		2
Name Tag	2		2
Whistle w/Chain	1		1
Tote Bag	1		1
Handler 12	1		1
Gas Mask	1		1
Shoes	2	1	3
Handcuffs	1		1
Sweater	1		1
Mace	1		As needed

Any item included in the list above will be replaced by the Township upon proof of the item's disrepair or upon proof that the item is worn out.

B. Each uniformed Police Officer shall receive a yearly allowance for his purchase of the items listed below:

- Binoculars
- Glasses (sun)
- Jacket Badges
- Off-Duty Holsters
- Gun Cleaning Kit
- Summons Book Cover
- Metal Clip Boards
- 9mm and 12 Gauge Ammunition
- Police Tote Bag
- Cool Shirts
- I.D. Wallets
- Business Cards
- Riot Helmets (police type)
- New Jersey Statute Books (criminal law)

The allowance may be carried over into the following year, but all funds not expended within 24 months of date of appropriation are forfeited. The allowance for each year during this Agreement shall be \$150.00.

C. A committee shall be appointed for the purpose of determining the need to replace any uniform or equipment under Paragraph A. This committee shall consist of a Patrolman, a Sergeant, the Chief or his designee. This committee shall meet quarterly when the Police Officer in charge of issuing equipment and the Patrolmen cannot agree whether an item need be replaced. The committee shall also determine whether an item should be added or deleted from Paragraph B.

D. The Township shall provide an additional equipment allowance annually to Police Officers assigned to detectives for the acquisition of all equipment and footgear utilized in the course of their duties. The allowance shall be \$900.00 per year.

E. The Township shall provide the necessary police equipment to attend the police academy, with the understanding the articles such as sheets, pillow cases, blankets, etc. will be laundered and kept as property of the Township for future use. The police academy will provide a list of necessary articles to attend the academy.

ARTICLE 15 – TIME OFF

A. Each Employee shall be granted 6 personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.

B. All personal days must be used in the calendar year earned and will not be carried over to any succeeding calendar year.

C. Effective January 1, 2007, personal leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of personal leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned leave. For the purposes hereof, the prorated value of the personal leave shall be determined by (i) dividing the number 52 into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year.

ARTICLE 16 – GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Police Officers.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief.

B. Definition.

1. For the purposes of Steps One, Two and Three of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting a member of a bargaining unit.
2. For the purposes of Step Four of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.
3. Any grievance may be raised by any member of the bargaining unit or by the P.B.A.
4. In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(i) Step One:

- a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief or his designee, for the purpose of

resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

- b. The Chief or his designee, shall render a decision within 10 working days after receipt of the grievance.

(ii) Step Two:

- a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township's Manager within 10 working days following the determination of the Chief.
- b. The Township's Manager, or his representative, shall render a decision within 10 working days from the receipt of the grievance.

(iii) Step Three:

- a. In the event the grievance has not been resolved through Step Two, then within 10 working days following the determination of the Township Manager, the matter may be submitted to the Township Council.
- b. The Township Council shall review the matter and make a determination within 10 working days from the receipt of the grievance.

(iv) Step Four:

- a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission ("PERC") within 10 working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of PERC.
- b. No arbitration hearing shall be scheduled sooner than 30 calendar days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.

d. The costs for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. Miscellaneous.

(i) A grievance may be instituted at the lowest step having the power to resolve it.

(ii) Failure to respond to any step in this procedure by the Township shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. No Strike Pledge.

The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its Members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage or work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The PBA agrees that such action would constitute a material breach of this Agreement.

ARTICLE 17 - AWARDS COMMITTEE

There is hereby established an awards committee composed of the Chief, a designated member of Council and one representative of the PBA. This committee shall have the authority to awards certificates of commendation to Police Officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two days off with no loss of pay.

ARTICLE 18 - PERMISSION TO LEAVE THE TOWNSHIP

The Employees may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 19 – WAGES

A. The wage increases shall be as follows for police officers earning base top step of Schedule A on 1/1/16 and Sergeants.

- | | |
|-----------------------|-------|
| i. Effective 1/1/16 | 1.45% |
| ii. Effective 1/1/17 | 1.45% |
| iii. Effective 1/1/18 | 1.45% |
| iv. Effective 1/1/19 | 1.45% |

The Sergeant's 1.45% increase is already included on Schedule A for each year. The Police Officer wage included on Schedule A does not include the above % increases.

B. Police Officers Greto, Gamble and Boyle shall continue in their step increment movement under Schedule A. However their increment movement shall be 18 months and not 12 months. The steps shall not be adjusted in accordance with Paragraph A above. They remain eligible for longevity in accordance with Paragraph C below. Upon expiration of this Agreement (12/31/19), these officers shall be placed on Schedule B at a grade step that is equal to or better than their compensation (wages and longevity) as of December 31, 2019. Longevity for these officers will be eliminated upon moving to Schedule B.

C. All Police Officers and Sergeants hired prior to May 10, 2012 of this Agreement shall receive longevity pay in accordance with their years of service as follows:

- i. 2% of base pay after 5 years of service
- ii. 4% of base pay after 10 years of service
- iii. 6% of base pay after 15 years of service
- iv. 8% of base pay after 20 years of service
- v. 10% of base pay after 24 years of service

D. For all Police Officers hired after May 10, 2012, wages shall be paid their step increment movement in accordance with attached Schedule B. The steps shall not be adjusted in accordance with Paragraph A above. All such Employees shall not be entitled to longevity pursuant to Paragraph C above or otherwise.

- E. Sergeants compensation shall be set upon promotion at the higher of (1) the rate set forth in Schedule A, (2) 8.36% above the employee's former compensation as a Patrolman, or (3) 8.36% above the compensation of the then highest paid Patrolman. Sergeant's compensation under Schedule A shall be subject to the increases in Paragraph A above. Notwithstanding the foregoing, should a Sergeant's promotion result in an increase of more than \$10,000.00 in compensation, said increase shall be prorated over no more than three (3) years with the greater of \$10,000.00 or a 1/3 proration of the increase being added to the employee's compensation in each year until the new Sergeant's compensation is equal to the higher of (1) the rate set forth in Schedule A; (2) 8.36% above the employee's former compensation as a Patrolman; or (3) 8.36% above the compensation of the then highest paid Patrolman. Sergeants hired by the Police Department after April 4, 2013 shall not be entitled to longevity unless promoted prior to December 31, 2019.
- F. Upon execution of this Agreement, all police officers working "extra duty" assignments shall be compensated at the rate of \$60.00 per hour.
- G. For the purpose of Paragraph E above "compensation" shall not include longevity or any other additional stipend or benefit provided by this Agreement.
- H. Schedule C attached hereto sets forth the anticipated base pay plus longevity of the employees currently covered by this agreement absent any promotions, demotions or other personnel changes.

ARTICLE 20 - COLLEGE CREDITS

- A. The Township shall pay for college credits taken as part of a program leading to an Associates or Bachelor's degree in police science in an accredited institution of higher learning in the amount of \$20.00 per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of \$10.00 per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.
- B. Where the Township requires an Employee to attend schooling and pays the tuition therefore, any college credits earned shall not be compensable under Paragraph A above.
- C. The maximum amount of this benefit is not to exceed \$750.00 to any one Employee in a calendar year, which amount shall be increased to \$1,000.00 effective January 1, 2007.
- D. For any Employee who received in excess of \$750.00 for college credits for any year prior to 1982, said Employee shall be limited to that amount received for any subsequent calendar year. The purpose of this Paragraph is to grandfather the amount of college credit payment any Employee received prior to January 1, 1982.

Illustration

An Employee received payment for college credits in the amount of \$1,250.00 for 1981. For the year 1982, he shall receive no more than \$1,250.00. An Employee received payment for college credits in the amount of \$500.00 in 1981, For the year 1982, he may receive up to a maximum of \$750.00 in college credits if he has earned more college credits in the interim between 1981 and 1982.

ARTICLE 21 – PROBATIONARY PERIOD

New Employees shall serve a probationary period of one calendar year. During said probationary period they shall be paid as if they were qualified first year Police Officers. For the purposes of seniority and longevity, the original date of hire shall be used provided the Employee has passed the Civil Service test at that time.

ARTICLE 22 – SAVINGS BOND

Upon written authorization, the Township shall deduct appropriate amounts so specified by the Employee from his pay check to be used in purchasing savings bonds for said Employee.

ARTICLE 23 – COURT TIME

- A. Should it become necessary for any Employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Police Officer, he shall be compensated at a rate of time and one-half pay for said appearance.
- B. Effective January 1, 2007, there shall be a minimum of three (3) hours pay guaranteed for appearance at any court for any Police Officer who is required to come into court (other than Lower Township Municipal Court) on his day off. There shall also be a minimum of two (2) hours pay guaranteed for appearing at Lower Township Municipal Court for any Police Officer who is required to appear in said court unless said appearance occurs either within 30 minutes after the conclusion of his shift or occurs 30 minutes before commencement of his shift.

ARTICLE 24 – POLICE RIGHTS

- A. The Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.
- B. The wide ranging powers and duties given to the Department and its members involve them in manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by the Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
 - (i) The interrogation of a member of the Department shall be at a reasonable hour, within the light of all circumstances involved, preferable when a member of the Department is on duty.
 - (ii) The Police Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Police Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.
 - (iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time should also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.
 - (iv) The Police Officer should not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Police Officer from informing the member of the possible consequences of his act.
 - (v) If a Police Officer is under arrest or is likely to be, that is, if he is the suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
 - (vi) If a Police Officer, as a result of an investigation is being charged with a violation of rules and regulations or is

about to be so charged, he shall be afforded an opportunity to consult with counsel, or P.B.A. representatives before any further interrogation.

- (vii) If any Police Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question. Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

ARTICLE 25 – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to 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, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

ARTICLE 26 – SEPARABILITY AND SAVINGS AND APPLICATION

- A. If any provision of the Agreement or any application of this Agreement to said employee or group of Employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 27 – MAINTENANCE AND MODIFICATION OF WORK RULES

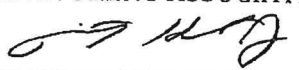
- A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Department, General Ordinances, or Resolutions of the Township pertaining to Police Officers, or directives from the office of the Chief, which are of universal application within the Department, currently in effect, shall be maintained for the life of this Agreement.
- B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

TERM AND RENEWAL

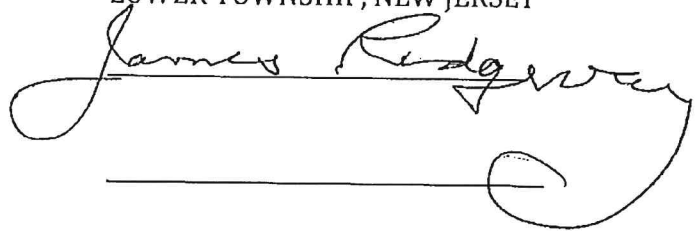
This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect up to and including December 31, 2019, without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 150 days nor later than 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

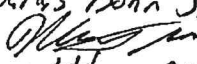
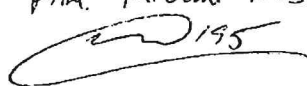
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey on this 4th day of November 2016.

LOCAL #59 POLICEMAN'S
BENEVOLENT ASSOCIATION


Robert Hardman Sr.
LTPD
POA 59 APO

TOWNSHIP OF LOWER
LOWER TOWNSHIP, NEW JERSEY



Prm. Robert Smith Jr. #161
LTPD
Prm. Robert Smith Jr. #161
Det. 688 #182
Det. Det. Boba Jr. #186
PTLM  #186
PTLM Matthew Gamble #186
Prm. Michael Musci's
 #195

Schedule A

STEP 2016-2019 WAGE

1	\$51,429.21
2	\$58,285.46
3	\$65,143.05
4	\$72,000.63
5	\$78,858.20
6	\$85,714.47
7	\$92,572.04

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Sergeant	\$101,716.00	\$103,191.00	\$104,687.00	\$106,205.00

Schedule B

STEP 2016-2019 WAGE

1 st 6mo.	\$35,019.86
2 nd 6mo.	\$41,387.11
2	\$45,398.48
3	\$49,409.84
4	\$53,421.21
5	\$57,432.58
6	\$61,443.94
7	\$65,455.31
8	\$69,466.68
9	\$73,478.04
10	\$77,489.41
11	\$81,500.77
12	\$85,512.14
13	\$89,417.39
14	\$93,534.87
15	\$97,064.02
16	\$100,593.17
17	\$104,122.32
18	\$107,651.47

Schedule C

TOWNSHIP OF LOWER
PBA CONTRACT 2016-2019
SALARY CHART

SCHEDULE C

1.45%	CURRENT YR.				
	2015	2016	2017	2018	2019
	2%	1.45%	1.45%	1.45%	1.45%
7	92,572.04	93,914.34	95,276.10	96,657.60	98,059.14
Sgt	100,261.48	101,765.58	103,241.18	104,738.18	106,256.88

Schedule D

ORIGINAL
COPY

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
CAPE MAY COUNTY
AND
LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION - LOCAL #3779
AFSCME NJ, AFL-CIO

EFFECTIVE DATES: January 1, 2016 through December 31, 2019

ORIGINAL
COPY

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
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AFSCME NJ, AFL-CIO

EFFECTIVE DATES: January 1, 2016 through December 31, 2019

ORIGINAL
- 13

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
CAPE MAY COUNTY
AND
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ASSOCIATION - LOCAL #3779
AFSCME NJ, AFL-CIO

EFFECTIVE DATES: January 1, 2016 through December 31, 2019

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PREAMBLE

: The Contract made between the Township of Lower (hereinafter referred to as the "Employer") and (AFSCME NJ, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3779, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be JANUARY 1, 2016 to DECEMBER 31, 2019.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to AFSCME NJ as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856) 512-2193, and the Local 3779. This will occur simultaneously as the employee is served.

American Federation for State County and Municipal Employees, AFSCME NJ reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XIII and Schedule B which is part of this agreement or any newly created positions within the parameters of the Union's certification.

ARTICLE II

CHECK OFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME NJ. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Township.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township an official notification on the letterhead of the Local Union signed by the President of the Local Union advising of such changed deduction.
- E. The Union will provide the necessary "Check Off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III

AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
- B. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- C. The sum representing the fair share fee shall not reflect the costs of financial support of political causes and candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- D. The Union shall establish and maintain a procedure whereby an individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any action.

ARTICLE IV

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 executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees, in consultation with the Department Head concerned.
 - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, in consultation with the Department Head concerned, subject to N.J.A.C. 4:1-16.1, et. seq.
- B. The exercise of the forgoing 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 with the implementation thereof shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Management shall have the right to institute the technological improvements within the Department, subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment or method of operation of the Department, or lowering the manpower requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, so far as practicable to institute these improvements in such a manner that there will be at least possible hardship to employees, including but not limited to retraining, and relocation within the Township, or reclassification of said employee or employees, where applicable. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement.

ARTICLE V

VACATIONS

A. Annual vacation shall be granted as follows:

Up to 1 st year of working service	1 working day per month
After 1 year and up to 5 years	13 working days
After 5 years and up to 10 years	16 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

A working day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week.

Vacations shall be scheduled only with the approval of the employees Department Head. Township reserves the right to refuse vacation requests if administrative pressures so require. The Township further reserves the right to adjudicate conflicting vacation request by means of seniority.

- B. The employees of the Department of Public Safety may take vacation anytime during the year, with the approval of the supervisor.
- C. Permanent part-time employees whose titles are included in the existing Agreement shall be entitled to a proportionate share of vacation days.
- D. Any vacation leave accruing in a calendar year which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.
- E. Upon regular retirement or resignation in good standing an employee will receive remuneration for unused vacation time which has accumulated in the year of retirement or resignation, prorated in accordance with Paragraph G below, and the immediately preceding calendar year. Resignation in good standing is written notice at least fourteen (14) days in advance, and will be worked or on approved leave in order to receive unused vacation pay.
- F. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of vacation leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer

for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of vacation leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE VI

HOLIDAYS

- A. All Township Employees shall be entitled to the following holidays; which are to be celebrated on the days observed as such by the Township:

- *New Year's Day
- *Martin Luther King's Birthday
- *Lincoln's Birthday
- *President's Day
- *Good Friday
- *Memorial Day
- *Fourth of July
- *Labor Day
- *Columbus Day"
- Election Day
- *Veterans Day
- *Thanksgiving
- Day after Thanksgiving
- *Christmas

(*Federal Holidays)

Holidays which fall on a Saturday shall be celebrated on the proceeding Friday. Holidays which fall on a Sunday, Shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on annual vacation leave, he/she shall not be charged for annual vacation leave taken for that day. In the event the holiday falls on a pay day the employee shall be paid on the day before.

- B. In the event that any Township employee is required to work on one of the above designated holidays, he or she shall be compensated at time and one-half for the hours worked, plus holiday pay, to be paid as part of their regular salary.

In addition to the enumerated holidays, all members of this union shall be entitled to four (4) personal leave days, to be requested seventy-two (72) hours prior to the desired time off if possible, except in the case of an emergency. Personal leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the

year, the employer shall recover the prorated value of personal leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of personal leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. Personal leave days shall be the equivalent of 7 hours per day for employees regularly scheduled to work 35 hours per week and 8 hours per day for employees regularly scheduled to work 40 or more hours per week.

- C. Whenever a State of Emergency is declared by the Governor of New Jersey or the Township Manager and same effects Cape May County as determined by the Township Manager's reasonable discretion on a scheduled work day, any employees who are required to work shall be granted an equal amount of compensatory time off, to be taken within that calendar year..
- D. Any personal time or holiday leave accruing in any calendar year unused by an employee within the calendar year, may be used within the following calendar year, but it shall not accumulate thereafter.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

- A. The Township shall provide the following health benefits for all permanent and provisional employees working twenty-five (25) hours per week or more, and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Major Medical Benefits with 100% coverage in-network for covered services. For out-of-network services, there will be a \$750 deductible and a 40% coinsurance charge after deductibles on the first \$2,500 of covered charges. The maximum deductibles and coinsurance charges per family will be based on two individuals totaling \$1,500 for the deductibles and \$1,600 for coinsurance. The deductibles and coinsurance charges do not apply in-network. The in-network co-payments will be \$15 per office visit. All coverage for out-of-network will be based upon usual and customary charges. The covered services provided hereunder are set forth on Schedule A attached hereto.
2. A Prescription Drug Plan which will require co-payments of \$5 for generic and \$10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication mail orders.
3. A Dental Plan with payment limitations as follows:

Preventative Maintenance, etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (Fixed and removable)	85%

Maximum Benefit: \$1,500 per person per calendar year. \$3,150 lifetime maximum per person for orthodontic service, until and unless otherwise negotiated.

4. A Vision Care Plan with benefits payable only once every twenty-four (24) months, except for Vision Analysis which will be payable every year, as follows:

Vision Analysis	\$145
Single Vision Lenses	\$135
Bifocal Lenses	\$150
Multi-focal Lenses	\$165
Contact Lenses	\$175

Frames	\$150
--------	-------

5. These benefits, in their amended form , will start on the date this Agreement is executed by both parties and shall continue for the life of the term of this Agreement and until a successor Agreement is reached between the parties subject to the provisions in Paragraph D below.
- B. The Township shall provide the following health benefit coverage for retired employees up to the minimum age requirements for medicare coverage:
1. Eligibility
 - a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.
 - b. Employee retires before age sixty-two (62) with at least twenty-five (25) years service with the Township.
 - c. Coverage is for retired employee and those dependents at time of retirement, but only for as long as they remain dependents. Subsequent marriage will not make a new spouse and dependents eligible.
 2. Benefits
 - a. Major Medical Benefits as described under Section A.1 of this Article.
 - b. Prescription Drug Plan as described under Section A.2 of this Article.
 3. Coordination of Benefits

If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job which provides health benefits, with employed spouse's benefits primary.
- C. The Township shall provide the following health benefits coverage for retired employees who have reached the minimum age requirement for medicare coverage:

1. Eligibility
 - a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.
 - b. Employee retired with at least twenty-five (25) years service with the Township, not necessarily continuous at the time of retirement.
 - c. Employee retired at age sixty-five (65) or older but with less than fifteen (15) years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.
 - d. Coverage is for retired employee and spouse, both of whom have reached the minimum age requirements for medicare coverage. When one employee or spouse reaches the minimum age, the other will continue to receive coverage as described under Section B of this Article, until he/she also reaches the minimum age.
 2. Benefits are limited to a maximum of \$1,200, for retired employee and spouse, to assist in the purchase of a medicare supplement health benefits plan. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplements directly, or to reimburse the retired employee and/or spouse.
 3. If retired employee or spouse has or takes a job with the employer who provides health benefits, he and/or she must obtain primary coverage there under, and the Township will be the secondary insurer. Coordination of benefits will apply.
- D. The Township retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing the Township retains the exclusive right to return to the New Jersey State Health Benefits Plan that is substantially equivalent to the employee's current coverage in a base plan that is equal to or better than current coverage. All plans offered by the State Health Benefits Plan shall be offered to employees who shall pay the difference if they select a plan more costly than the aforesaid base plan. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better

than current coverage. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Union thirty (30) days notice prior to implementing the new plan or carrier.

- E. When both husband and wife are Township employees, family coverage will be provided under only one Agreement, with supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In and Out-of-State Network deductibles and co-payments.
- F. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.
- G. The provisions of this Agreement do not affect the health benefits coverages of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined prior by prior Agreements in effect at the time of retirement.
- H. The Township agrees to provide a free legal defense to any employee sued in his/her official capacity for any legal act committed within his/her authority as a Township employee.
- I. The Township shall continue to provide a \$25,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.
- J. **Cost Contribution** - Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining Unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, the contribution, if any of all bargaining unit members who retire on or after June 28, 2011, shall be in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

ARTICLE VIII

LEAVE OF ABSENCE

- A. **MILITARY LEAVE** – Military leave shall be provided in accordance with applicable law.
- B. **BEREAVEMENT LEAVE** – In the event of a death of an employee's "family member" as listed below, an employee shall be granted up to three (3) working days off without loss of pay from the date of death up to and including the day after the funeral. The following is a list of those persons who qualify within the term "family member":

Mother
Father
Spouse
Children
Grandparents/grandchildren
Sister
Brother
Step Children
Father-in-law
Mother-in-law
Brother-in-law
Sister-in-law
Step Mother
Step Father
Step Sister
Step Brother
Half-Sister
Half-Brother
Aunt
Uncle

"Family member" shall also include any relative of the employee or person that has been residing in the employee's household. Under no circumstances shall the provision of this Section result in an increase in an employee's normal earnings.

- C. **Family/Medical Leave Absence** will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the employee, upon good

cause shown, for up to a total of six (6) additional months excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the employer takes FMLA or NJFLA leave, the employee may, at the employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from a health care provider pursuant to all applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

- D. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article VI. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
- E. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
- F. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, shall apply to members of AFSCME.
- G. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all the sick, vacation and personal days which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an employee on such leave does not return to work, he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in

Article V – Vacations, Article VI – Holiday, and Article XI – Sick Leave & Retirement of this Agreement, or (ii) if an employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE IX

NO STRIKE PLEDGE

The Union covenants and agrees that during the term of the Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with full and complete normal operation of the government of the Municipality. The Union agrees that such action would constitute a material breach of the Agreement.

ARTICLE X
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

1. The term 'grievance' as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.
2. Any grievance which constitutes a controversy arising over the interpretation, application or violation of this Agreement shall be submitted to Binding Arbitration. Grievances concerning policies and administrative decisions shall be submitted to Advisory Arbitration.

C. Method

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Union shall institute action under the provisions here of within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act with said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Department Director. The Department Director will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manager shall review the matter and make a determination in writing within ten (10) working days from the receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration, in accordance with B-2 of this Article. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

- D. Upon prior notice to and authorization of the Department Head, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.
- F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending t any step.
- G. Employee are entitled to Union Representation at each and every step of the grievance procedure.
- H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

- A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.
- B. Employees shall receive one working day for each month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) days will be credited at the beginning of the year, and may be used at any time during the year. If an employee resigns, retires or is otherwise absent, the fifteen (15) days will be pro-rated, and if more has been used than earned, it must be repaid. All permanent part-time employees shall receive a proportionate share of sick leave. Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year, in the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. A sick day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week
- C. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3).
- D. The Township will, at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days in that calendar year. For new employees hired on or after June 18, 2003, the Township may, at its option, but only upon the employer's request, annually buy back up to five (5) days of unused sick leave in December of any calendar year, provided that the employee has not used more than five (5) sick days in the preceding calendar year ending December 31. The purchased sick

- leave shall reduce the terminal leave benefit in days or hours due to the employee at the time of retirement pursuant to Paragraph E of this Article.
- E. 1. For all employees hired after January 1, 1982, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation or %100 of unused sick leave, up to a maximum of one hundred (120) days, at the employee's rate of salary at retirement.
2. For all employees hired on or after June 18, 2003, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation for 100% of unused sick leave up to a maximum of \$15,000.00.
- F. The Township may require an employee who has been absent because of personal illness, a condition of his/her return to duty be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
- G. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose.
- H. Verification of Sick Leave – The Township may for good cause require verification of sick leave. Abuse of sick leave shall be cause for disciplinary action. In the case of leave of absence due to exposure to contagious disease, a certificate from the department of Health shall be required.

ARTICLE XII

WORK WEEK AND OVERTIME

A. Department of Public Safety

1. The work week for the office workers of the Department of Public Safety shall be determined by the Chief of Police, but shall not be less than thirty-five hours per week, exclusive of lunch. Overtime shall be paid as part of their regular salary at the overtime rate of time and one-half.

B. Township Office Employees

1. The work week for all employees covered under this paragraph shall consist of five (5) six (6) hour consecutive days or five (5) seven (7) hour consecutive days. Consecutive days are Monday through Friday inclusive, not including lunch hour.
2. If the Township and the Union mutually agree to have those employees working a thirty (30) hour week (5 days at 6 hours a day) work a thirty-five (35) hour week (5 days at 7 hours a day) Monday through Friday inclusive, those employees shall have their base salary adjusted by taking their then hourly times thirty-five (35) hours per week times fifty-two (52) weeks per year.
3. The Township employees covered by this Agreement shall be entitled to overtime pay at the rate of time and one-half after thirty (30) hours (for those employees on a five (5) day work week at six (6) hours per day) and time and one-half after thirty-five (35) hours (for those employees on a five (5) day work week at seven (7) hours per day), provided that said overtime is agreed to by the employees Department Head.
4. Overtime should be paid as part on one's regular salary.
5. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

C. Court Personnel

1. The work week for the Court personnel shall not be less than thirty-five (35) hours per week, exclusive of lunch.
2. Any additional time worked over and above a thirty-five (35) hour week shall be computed at time and one-half and shall be paid as part of their regular salary.

D. Part-Time Employees

The work week of the part-time employees shall be determined by Management within the limitations of Civil Service Regulations. Part-time Electrical Sub-Code Official shall be paid a minimum of 20 hours per week and receive benefit time pro-rated upon 20 hours per week.

E. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

F. Compensatory Time

1. As a general rule, employees shall be paid for overtime work when it is authorized by the supervisors. In special circumstances, and at the option of the supervisor, overtime may be offered and taken as compensatory time off.
2. Supervisors shall be responsible for seeing to it that their employees are allowed to take any and all compensatory time off as soon as possible after it has been earned, and within the calendar year earned; otherwise, the compensatory time earned that year will be paid in full at the end of the year.
3. Conflicting requests for compensatory time off will be adjusted in terms of seniority.
4. Compensatory Time on the books as of December 31, 1996, will be frozen. This Frozen Compensatory Time shall be bought out by the Township (or used by the employee) in accordance with a negotiated schedule, starting in 1997. The Township will purchase up to a maximum of one hundred (100) hours per calendar year, subject to the availability of funds.

ARTICLE XIII

WAGES

- A. In 2016, all employees covered by this Agreement shall be entitled to receive a two percent (2%) or \$1,000 increase, whichever is greater, to their annual salary. Thereafter on January 1st of each year for the years 2017 (retroactive), 2018, and 2019. Employees will receive a two percent (2%) increase to their annual salary. Additionally, all starting salaries will increase by two percent (2%) effective January 1st of 2019. No employee shall receive less than a \$250.00 yearly raise when Chapter 78 contribution increases are considered (i.e. based upon wage increases under this contract). This shall not include Chapter 78 increases occasioned by increased cost of the same plan, increased costs of a new plan, and/or when an employee chooses a higher cost plan and/or changes plan status (i.e. "single" to "husband and wife" or "family" or "parent & child, etc...).
- B. Retroactive salary increases shall only be applied to current Township employees or employees who retired under this contract.
- C. The titles and grades of all employees under this Agreement are set forth on Schedule B. The practice of providing step increases has been eliminated. In exchange for the elimination of step increases the Township has agreed to provide all employees who were not at top step under the prior contract and hired prior to January 1, 2012 with the equivalent of one step under the prior contract effective on their anniversary date of hire in 2012. Additionally, employees hired between January 1, 2012 and October 15, 2012 shall receive the equivalent of one step increase under the prior contract effective on January 1, 2013. An employee who receives a title change and grade increase shall receive a salary increase of \$3,000.00. Starting salaries noted herein shall increase by the percentage yearly for salaries noted herein. Employees shall retain their step increases previously earned or as provided for under this Paragraph, however, no other step increases or their equivalent shall be paid.
- D. At the Supervisor's recommendation and approval of the Township Administration and Council, a maximum of 4 members may receive a one-time, per employee, per contract, merit based increase of between 2% and 6%. This section is not retroactive.
- E. All new employees hired on or after the date of this Agreement is executed by both parties shall receive a starting salary as set forth in Schedule C.

- F. Permanent part-time employees shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.
- G. Part-time employees whose titles are included in this Agreement shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.
- H. The Township shall pay for college credits taken as part of a program that enhances the employees knowledge within their scope of responsibilities. Starting January 1, 1997, employees shall receive \$20.00 per credit up to a maximum of \$750.00 per calendar year.
- I. The Township and the Union agree to discuss title and grade system to address issue of employees who may be stagnant in same title for 5 or more years, without constituting a re-opening of the contract.

ARTICLE XIV

LONGEVITY

Longevity has been eliminated. In consideration for the elimination of longevity, all employees hired prior to January 1, 2012, the amount received as longevity will be added to their annual base pay retroactive to January 1, 2012 at the maximum longevity amount under the prior collective bargaining agreement based upon date of hire and all wage increases shall be based upon this new base pay.

For all employees hired on or after January 1, 2012 and before October 15, 2012, the employee shall have a \$1500.00 increase in annual base wages effective January 1, 2013 and the 2013 base pay increase of 2% for such employees shall be calculated on an annual base that includes the \$1,500.00 and the step increase paid on January 1, 2013. All future wage increases shall be based upon this new base pay.

Employees hired after October 15, 2012 shall receive no compensation for the elimination of longevity.

ARTICLE XV

CALL IN TIME

A. Call In Time

1. If an employee is called to duty on his/her off time, he/she shall receive payment at the rate of time and one-half and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.
2. Court employees will receive 10 minutes of call in time if they are called to do court business on their days or evenings off, if documented by the police department.

ARTICLE XVI

CLOTHING ALLOWANCE

A. Department of Public Safety

1. The Township shall continue to supply all uniforms to the employees of the Department of Public Safety as is the present practice.

B. Building Officials

1. In the event boots are required for the Building Officials due to safety, work conditions, OSHQ requirements, etc., then they shall receive from the Township a boot allowance of \$125 per year.

ARTICLE XVII

WORKER'S COMPENSATION

- A. When an employee sustains a job related injury, the employee is to receive his/her full salary from the Township, up to a maximum of one (1) year. The employee agrees to endorse over to the Township all monies reimburse to him/her by Worker's Compensation, during this time period, to the extent permitted by law.
- B. After the one (1) year maximum period, the injured employee will receive Worker's compensation payments only. However, accumulated sick and vacation time (as well as any frozen Compensatory Time) may be used to supplement the Worker's Compensation payment.

ARTICLE XVIII

GENERAL PROVISIONS

- A. The Union shall have the use of employee bulletin board for the posting of notices relating to meetings and official business of the Union.
- B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.
- C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- D. The Township shall be responsible for printing this Agreement within twenty (20) days of its having being signed by the Parties. The Union will reimburse the Township for the cost of the paper.
- E. The employer shall post all position openings or newly created positions and related promotions on the union bulletin board. Said posting shall be made five (5) working days prior to the positions being opened to non employees. The posting shall state all pertinent information pertaining to the position. Any employee wishing to bid on the position shall do so by notifying the Township Manager in writing.
- F. The Township shall maintain an accurate up-to-date roster of employees, showing each employees' date of hire, classification and pay rate, and shall furnish copies of the same to the union representative upon request.
- G. An employee shall have the right to review their personnel file upon request in the presence of an appropriate official of the Township and/or union. Employees shall be allowed to attach to such file a response of a reasonable length to anything contained therein which is deemed adverse and request copies of such.

ARTICLE XIX

UNION BUSINESS

A. Whenever an employee of the Township, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, conventions or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation, as long as the absences from duty are reasonable.

ARTICLE XX

EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical heredity cellular or blood trait, genetic information, liability for military service, mental or physical disability, AIDS and HIV status, Union membership, or Union activities.
- B. The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to meet and discuss such rules with the Union.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

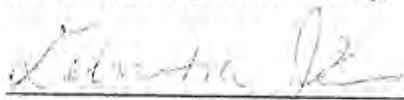
A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees is held to be invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2019. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this 10th day of February, 2016.

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION-LOCAL 3779
AFFILIATED WITH AFSCME NJ,


Deborah Johns, Local President

TOWNSHIP OF LOWER
CAPE MAY COUNTY, NJ



Theresa N. Triola, Ed. D, Staff Rep.


Acting ED or Designee

TOWNSHIP OF LOWER
SCHEDULE B

Dept.	Name	Last	Title	2016	2017	2018	2019
ASSESSOR	Jonathan	Munro	Clerk Typist	30,211.00	30,815.22	31,431.52	32,060.15
B&G	Dougherty	Mark	Building Maint.	36,967.57	37,706.92	38,461.06	39,230.28
B&G	Donald, Jr	Douglass	Building Maint.	52,476.65	53,526.19	54,596.71	55,688.65
BOCA	Richard	Kajander	Plumbing Subcode Official-PT	22,400.00	22,848.00	23,304.96	23,771.06
BOCA	James	Trexler	Electric Subcode Official-PT	28,223.43	28,787.90	29,363.66	29,950.93
BOCA	Rose	Moore	Prin. Clerk Typist	48,434.03	49,402.71	50,390.76	51,398.58
BOCA	Walter	Fiore	Code Enforcement	50,054.93	51,056.03	52,077.15	53,118.69
BOCA	Donald	Arndt	Building Inspector	49,000.00	49,980.00	50,979.60	51,999.19
CLERK	Elizabeth	Greenway	Sr. Clerk Typist	36,571.87	37,303.31	38,049.37	38,810.36
CLERK	Deborah	Johns	Prin. Clerk Typist	48,471.68	49,441.11	50,429.94	51,438.53
COLLECTOR	Sheila	Smith	Sr. Tax Clerk	40,657.35	41,470.50	42,299.91	43,145.91
COLLECTOR	Kathleen	Brown	Assistant Tax Collector	51,803.88	52,839.96	53,896.76	54,974.69
COURT	Mariya	Starrett	Sr. Clerk Typist	34,211.00		-	-
COURT	Linda	Stevenson	Clerk Typist		30,211.00	30,815.22	31,431.52
DPW	Kathryn	DeVecchio	Prin. Clerk Typist	39,631.86	40,424.50	41,232.99	42,057.65
DPW	Linda	Thomas	Prin. Clerk Typist	47,738.08	48,692.84	49,666.70	50,660.03
FINANCE	Aaren	Senico	Sr. Clerk Typist	34,211.00	34,895.22	35,593.12	36,304.99
FINANCE	Maria	Brewster	Sr. Clerk Typist	36,663.70	37,396.97	38,144.91	38,907.81
MLU	Lisa	Schubert	Prin. Clerk Typist	49,622.21	50,614.65	51,626.95	52,659.49
POLICE	Jania	Bailey	Clerk Typist	31,211.00	31,835.22	32,471.92	33,121.36
POLICE	Joanne	Budd	Sr. Clerk Typist	38,200.38	38,964.39	39,743.68	40,538.55
POLICE	Suzanne	Scheid	Clerk Typist	30,211.00	30,815.22	31,431.52	32,060.15
POLICE	Karen	Wolf	Prin. Clerk Typist	48,259.17	49,224.35	50,208.84	51,213.02
POLICE	Deborah	VanMourik	Prin. Clerk Typist	48,688.93	49,662.71	50,655.96	51,669.08
REC	Bruce	Fournier	Rec Asst. Dir. - PT	27,226.57	27,771.10	28,326.52	28,893.06
REC	Phyllis	Muldoon	Sr. Clerk Typist	34,211.00	34,895.22	35,593.12	36,304.99