

**AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
CAPE MAY COUNTY
AND
LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION - LOCAL #3779
AFSCME, DISTRICT COUNCIL #71 AFL-CIO**

**EFFECTIVE DATES: JANUARY 1, 2006
 THROUGH
 DECEMBER 31, 2010**

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PREAMBLE

This agreement, entered into this day of _____ day of _____, 2008, by and between the Township of Lower, in the County of Cape May, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and the Lower Township Office Workers Association, Local #3779 affiliated with AFSCME, District Council # 71, AFL-CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

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 District Council #71. 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 the 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 with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Local Union and 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 of 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 any 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 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 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 the 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 vacations shall be granted as follows:

Up to 1st 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

Vacations shall be scheduled only the approval of the employees Department Head. The 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. Each employee shall have a vested right to any unused vacation leave which has been earned prior to December 31, 1981. The employee shall be permitted to either use such accumulated vacation leave or carry it over at the employee's discretion. Any such leave taken by an employee subsequent to January 1, 1982 shall be assessed against the leave the employee was entitled to take in that calendar year.

E. Any vacation leave accruing in any calendar year after 1981 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.

F. 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.

G. 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 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 other than Public Safety Telecommunicators 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 falling on a Saturday or Sunday shall be celebrated on the previous Friday or next Monday, respectively.

B. Public Safety Telecommunicators shall be entitled to the following holidays:

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

Public Safety Telecommunicators shall be paid holiday pay for work on the actual date of the holidays listed above. In the event that one of the above designated holidays falls on a weekend, the employee shall be granted equal compensatory time off to be scheduled at the discretion of the employee with the approval of the Department Head.

C. 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, except for Public Safety

Telecommunicators.

D. In addition to the enumerated holidays, all members of this union shall be entitled to three (3) 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, and a fourth (4th) personal day for their birthday. 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 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.

E. Whenever Township Hall is closed, either due to severe weather conditions, or to the declaration by the Township of a Holiday other than those listed under Section A-1, any employees who are required to work shall be granted an equal amount of compensatory time off, to be taken within that calendar year.

F. 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 accumulated 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 \$500 deductible per person for 2006, 2007 and 2008 and shall increase to \$750 as of January 1, 2009 and a 40% coinsurance charge after deductibles on the first \$2,000 of covered charges per person for 2006, 2007 and 2008 and shall increase to \$2,500 as of January 1, 2009. The maximum deductibles and co-insurance charges per family will be based on two individuals, totaling \$1,000 for the deductibles for 2006, 2007 and 2008 and shall increase to \$1,500 as of January 1, 2009 and \$1,600 for co-insurance. The deductibles and coinsurance charges do not apply in-network. The in-network co-payments will be \$10 per office visit for 2006, 2007 and 2008 and shall increase to \$20 per visit as of January 1, 2009. 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 for mail orders.

3. A Dental Plan with payment limitations as follows:

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

Maximum Benefit: \$1,300 per person per calendar year for years 2006 and 2007. \$1,500 per person per calendar year commencing January 1, 2008. \$2,900 lifetime maximum per person for orthodontic service for years 2006 and 2007. \$3,150 lifetime maximum per person for orthodontic service, commencing January 1, 2008.

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:

	2006 and 2007	2008 - 2009 - 2010
Vision Analysis	\$80	\$ 90 \$100 \$110
Single Vision Lenses	\$70	\$ 80 \$ 90 \$100
Bifocal Lenses	\$85	\$ 95 \$105 \$115
Multi-focal Lenses	\$100	\$110 \$120 \$130
Contact Lenses	\$110	\$120 \$130 \$140
Frames	\$85	\$ 95 \$105 \$115

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 there under, 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 retired 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 \$720 for 2006; \$749 for 2007; \$775 for 2008; \$802 for 2009 and \$830 for 2010, 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 an 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 reserves the right to change Third Party Administrators and/or

Health Plans, as long as the within benefit levels and deductible and Co-Payment costs to employees are substantially equivalent.

E. When both husband and wife are Township employees, family coverage will be provided under only one Agreement, with the supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In and Out-of-Network deductibles and Co-payments.

F. When an employees spouse works for another employer with family health benefits, then the employee may waive health insurance coverage under the Township Plan in favor of coverage under the spouses' plan. In this event, the Township will annually award a \$4,000 cash payment, payable in quarterly payments of \$1,000 in that year in lieu of enrolling the employee in the Township plans. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse, or divorce.

G. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.

H. 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 by prior Agreements in effect at the time of retirement.

I. 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.

J. 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.

ARTICLE VIII

LEAVE OF ABSENCE

A. **MILITARY LEAVE** - Military leave shall be granted when an employee is required to undergo field training.

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 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 there under. 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 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, as applied to State service, 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 all of 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 days 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 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 the employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with the 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 within said ten (10) working days shall be deemed to constitute and 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 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 at any step.

G. Employees 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, then 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. All permanent employees shall be entitled to sick leave on the basis of fifteen (15) days per year. 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 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 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 sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

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 that calendar year. For new employees hired on or after June 18, 2003, the Township may, at its option, but only upon the employee'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 prior to January 1, 1982, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of one hundred eighty (180) days, at the employee's rate of salary at retirement.

2. For all employees hired after January 1, 1982, 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 one hundred (100) days, at the employee's rate of salary at retirement.

3. 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 \$12,000.00.

4. Employees with ten (10) years of service who resign in good standing

(not retirement), shall be entitled to sick leave payment to be 50% of retirement entitlement, not to exceed ninety (90) days. Payment to be at the employees current salary at the time of resignation.

F. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to 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.

ARTICLE XII

WORK WEEK AND OVERTIME

A. Public Safety Telecommunicators

1. The present work week for Public Safety Telecommunicators of forty (40) hours at a straight time rate and two (2) hours at an overtime rate of time and one-half shall be continued for the life of this Agreement. If a work schedule change is made, in the sole and absolute discretion of the Township, all days of work (based on 8 hours) will be converted to hours such that, without limitation, all sick days, vacation days, personal days, holidays, leave without pay and overtime will be converted to hours based upon 8 hours per day. If such conversion is permanent, the parties agree to amend this Agreement accordingly.

2. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

3. When a regularly assigned Dispatcher reports off due to illness or any other legitimate cause, the vacancy shall be filled by calling another regularly assigned Dispatcher. There being no regularly assigned Dispatcher available to fill the vacancy, the Relief Dispatcher shall be used. Public Safety Telecommunicators will not be required to find their own replacement when personal days and/or compensatory time off is requested.

4. Public Safety Telecommunicators shall have the option of receiving their guaranteed overtime either in a lump sum payable in the first pay check in December or as part of their regular salary. All other overtime shall be paid as part of their regular salary.

B. 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.

C. 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 (5days at 7 hours a day) Monday through Friday inclusive, those employees shall have their base salary adjusted by taking their then hourly rate times thirty-five (35) hours per week times fifty-two (52) weeks per year.

3. Township office 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 shall be paid as part of one's regular salary.

5. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

D. 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.

E. Part-Time Employees

The work week of the part-time employees shall be determined by Management within the limitations of Civil Service Regulations.

F. 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.

G. 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. Starting January 1, 2006, all employees covered by this Agreement shall receive a 4.0 percent increase to their annual salary each year for the years 2006 and 2007 and shall receive a 3.50 percent increase to their annual salary for the years 2008, 2009 and 2010.

B. Retroactive salary increases will be paid with the first regularly scheduled pay following the execution of this Agreement by both parties.

C. Current salary raises for 2008 through 2010 to begin January 1st of each respective year.

D. The titles and grades of all employees under this Agreement are set forth on Scheule B. There shall also be five (5) steps for such grade. Each employee shall move up one (1) step on each anniversary date of hire. For each step increase, Public Safety Telecommunicators shall receive a Base Salary increase of \$750.00 and all other employees shall receive a Base Salary increase of \$725.00. An employee who receives a title change and grade increase shall receive a salary increase of \$3,000.00. Any Public Safety Telecommunicator who is promoted to the position of Senior Public Safety Telecommunicator shall receive a salary increase of \$3,000.00. Starting salaries in the steps noted herein shall increase by the percentage yearly increase for salaries noted herein.

E. All new employees hired on or after the date this Agreement is executed by both parties shall receive a starting salary as set forth on 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 any appropriate step or 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 any appropriate step or annual salary raise included but pro-rated for the number of hours worked.

H. The Township has the right to hire employees in the titles contained in grade 4 only, on a step up to and including step 2 of grade 4.

I. 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.

J. 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

A. Longevity

Employees shall receive longevity pay in accordance with their years of service from the effective date of their permanent appointment, to be computed 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 25 years of service

B. The longevity shall be capped at the rates set forth in the proposed ordinance schedule. This cap shall become effective on 12/31/91.

2% of base pay after 5 years of service (\$ 600.00 maximum)

4% of base pay after 10 years of service (\$1,200.00 maximum)

6% of base pay after 15 years of service (\$1,800.00 maximum)

8% of base pay after 20 years of service (\$2,400.00 maximum)

10% of base pay after 25 years of service (\$3,000.00 maximum)

C. For employees hired on or after June 18, 2003, the rates and amounts for longevity shall be reduced by 50%. Accordingly, the longevity schedule for such new employees will be as follows:

- 1% of base pay after 5 years of service (\$300 maximum)
- 2% of base pay after 10 years of service (\$600 maximum)
- 3% of base pay after 15 years of service (\$900 maximum)
- 4% of base pay after 20 years of service (\$1,200 maximum)
- 5% of base pay after 25 years of service (\$1,500 maximum)

ARTICLE XV

SHIFT DIFFERENTIAL

The Township and the Union agree to eliminate shift differential pay entirely for all Public Safety Telecommunicators and as consideration thereof to add .45 per hour to the base salary for all Public Safety Telecommunicators commencing, retroactively, effective January 1, 2006. Any adjustments as a result of this change necessary to implement this change shall be made by the Treasurer's Office to effectuate the intent of this paragraph.

ARTICLE XVI

CALL IN TIME

A. Call in time

1. If an employee is called to duty on his/her time off, 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 XVII

CLOTHING ALLOWANCE

A. Department of Public Safety

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

2. The Township shall provide a seventy-five (\$75.00) dollar shoe allowance for the Department of Public Safety, per employee. The employee must submit a voucher with a receipt in order to receive payment.

B. Building Officials

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

ARTICLE XVIII

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 reimbursed 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 payments.

ARTICLE XIX

GENERAL PROVISIONS

A. The Union shall have the use of the 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.

ARTICLE XX

UNION BUSINESS

A. Whenever any 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 XXI

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, 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 XXII

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 XXIII

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

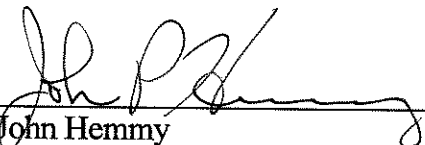
This Agreement shall be in force as of January 1, 2006 and shall remain in effect to and including December 31, 2010. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this 17th day of Nov 2008

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION – LOCAL 3779
AFFILIATED WITH AFSCME, DISTRICT
COUNCIL #71

TOWNSHIP OF LOWER
CAPE MAY COUNTY, NJ


BY:



John Hemmy
Staff Representative

Walter Craig
Mayor

ATTEST:



Thomas Will, President

Claudia Kammer, Clerk

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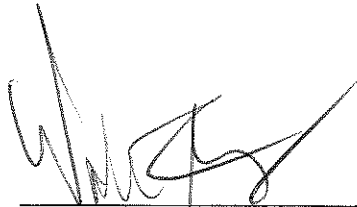
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Schedule A

Horizon Blue Cross Blue Shield of New Jersey
 Direct Access Design 10 Benefits
 Township of Lower

.In-Network - Horizon BCBSNJ's payment for eligible expenses when services are obtained from one of the providers in our Managed Care Network. Horizon BCBSNJ reimburses both Primary Care physicians and Specialists at the applicable allowance on a fee for service basis. The member will not be responsible for any balance bill Direct Access provides the highest level of benefits for in-network services and the member does not have to file claims.

providers in our Managed Care Network. The member may see any physician if he/she is willing to pay a greater share of the costs. Horizon BCBSNJ reimburses participating providers at the applicable allowance. Non-network providers are reimbursed up to our applicable allowance and may balance bill to charges. An annual deductible, and a coinsurance applies to all eligible medical and most supplemental services. Once the member reaches the out of pocket maximum, the Plan pays 100% of the appropriate allowances for eligible services for the rest of the year. There is a lifetime maximum for each member. The member is responsible for complying with all utilization review and cost containment programs

In-Network	Out-of Network
ALL SERVICES	

Benefit Period	Calendar Year	
Deductible (total combined per year)		
Hospital/Facility	None	\$500 per indiv/two ded per family
Professional	None	\$500 per indiv/two ded per family
Supplemental	None	\$500 per indiv/two ded per family
Coinsurance		
Hospital/Facility	100%	60%
Professional	100%	60%
Supplemental	100%	60%
Out of Pocket Max.(excluding ded.)		
Hospital/Facility	None	2,000 per indiv/4,000 per family
Professional	None	2,000 per indiv/4,000 per family
Supplemental	None	2,000 per indiv/4,000 per family
Maximums		
Benefit Period	None	None
Lifetime	None	None

Effective January 1, 2009 certain out of network deductibles will increase refer to Article VII for specific changes.

In-Network
Hospital /Facility Services

Out-of-Network /pt

Inpatient Services		
Room & Board (semi -private room)	100%	60% after deductible
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	60% after deductible
Maternity Benefits		
Organ Transplants (Includes ABMT)	100%	60% after deductible
Outpatient Services		
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	60% after deductible
Pre-Admission Testing	100%	60% after deductible
Medical Emergency / Accidental Injury	100% after \$25.00 co-pay \$25 copay applies to facility charges	100% after \$25.00 co-pay \$25 copay applies to facility charges
Surgical Center	100%	60% after deductible
Skilled Nursing Facility	100% up to 120Days	60% after deductible up to 60 days
Home Health Care	100%	60% after deductible up to 100 visits
Hospice Care	100% combined	60% after deductible \$ 9,000

Physicians Services

Inpatient Services		
Medical Care (including - - - consultations)	100%	60% after deductible
Surgical Services (including assistant surgeon and anesthesia)	100%	60% after deductible .
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	60% after deductible
Diagnostic / Therapy Services	100%	60% after deductible

In-Network

	Mental Health/ Substance Abuse	Out-of-Network
Inpatient Services	100% 45 days per benefit period 90 days per lifetime	60% after deductible 30 days per benefit period 90 days per lifetime
Outpatient Services	100% after \$ 10 copay 50 visits per benefit period 150 visits per lifetime	60% after deductible 20 visits per benefit period 60 visits per lifetime
Group Therapy	100% after \$10 copay 3 sessions - 1 visit	No Benefit
Partial Hospitalization	2 partial days - 1 inpatient day 45 days per benefit period	No Benefit

****All Mental Health/Substance Abuse Care services must be coordinated through the Horizon BCBNJ/Magellan Behavioral Health Program. Biologically Based Mental Health Illnesses will be paid as any other medical condition pursuant to the NJ state mandate.
The Catastrophic Limit does not apply to Mental Health/Substance Abuse.**

Cost Management

Catastrophic Case Management	Covered	Covered
Pre-Admission Review	Physician Network Responsibility In State. Member Responsibility Out of State	Member Responsibility 20% reduction for noncompliance

Eligibility

-Children covered to the end of the calendar year in which they turn age 23. Full -time students covered until the end of the calendar year in which they reach age 23 or until the end of the month during which their full-time student status ends. Handicapped dependents covered beyond the child removal age, if handicap occurred prior to age 23'.

Pre-Existing Condition Exclusion

Employees and Dependents who have continuous coverage under the prior group contract and or other previous health coverage will not be subject to the pre-existing condition exclusion. The exclusion applies to new hires and late entrants only. If the exclusion applies, for the first twelve months after an eligible persons enrollment under the contract, no benefits will be provided for services incident to, resulting from, or relating to any disease, injury, or condition which was treated or diagnosed by a health care professional within the six month period prior to enrollment for that person. Note: This does not apply to children who enroll within 30 days of birth or adoption.

Care Wise

Care Wise is a health information service that includes a toll free 24-hour health information line staffed by registered nurses. Members are provided with a resource manual, which includes information on common medical ailments. CareWise nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit

Please r

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your booklet for more information.

Outpatient/ Out of Hospital Services Services		
Office Visits (including related diagnostic/therapy services) when medically necessary	100% after \$10 copay	60% after deductible
Medical and Surgical Care (including related diagnostic/therapy services)	100% after \$10 copay	60% after deductible
Diagnostic X-ray and Lab	100%	60% after deductible
Allergy Testing, treatment & injections	100% after \$10 copay	No Benefit
Maternity Care	100% after \$10 copay (copay applies to first visit only)	60% after deductible
Infertility (includes in-vitro fertilization per NJ Mandate)	100% after \$10 copay 4 egg retrievals	60% after deductible per lifetime
Well Child Care (through age 19)	100% after \$10 copay	No Benefit
Child Immunizations/Lead Testing (NJ Mandate)	100% after \$10 copay	60% (no deductible)
Routine Physicals (beginning at age 20) (Health Wellness NJ Mandate)	100% after \$10 copay 1 per	60% (no deductible) year
Prostate Screening (NJ Mandate)	100% after \$10 copay 1 per year	60% (no deductible) Men age 40 and over, 1 per year
Annual Routine Ob/Gyn Exam	100% after \$10 copay 1 per year, no referral needed	60% no deductible
NJ Pap and Mammography mandates	100% after \$10 copay 1 per year	60% no deductible
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy (Limit of 3 modalities per visit)	100% after \$10 copay 30 visit	60% after deductible \$1,000 Ind./\$2,000 Family max for each therapy maximum
Therapeutic Manipulations	100% after \$10 copay 51,000 Individual/\$2,000 25 visits within a	60% after deductible Family. maximum per benefit period 60 day period maximum

Supplemental Services

Ambulance (Ground Transport Only)	100%	60% after deductible
Private Duty Nursing	100% limited to 30 visits	No Benefit
Durable Medical Equipment	100% Combined \$5,000 maximum -	60% after deductible (no maximum on prosthetics)
Diabetic Supplies (NJ Mandate)	100%	60% after deductible
Diabetic Education (NJ Mandate)	100% after applicable co-payment	60% after deductible
Prescription Drugs	Covered under freestanding	Prescription drug program
Physical Rehabilitation Facility Inpatient and Outpatient Services	100% limited to 60 days	No Benefit
Oxygen & Administration	100%	60% after deductible
Nutrition	100% after \$10 copay 3 visits per year	No Benefit
Blood Charges	100%	60% after deductible

SCHEDULE B

TITLES AND GRADES

GRADE ONE

Clerk

Cashier (added by Resolution on 4/97/97- left out of Agreement)
Clerk Typist or Clerk Transcriber
Assessing Clerk
Assessing Clerk Typing
Tax Clerk
Telephone Operator/Recept.
Building Maintenance Worker
Building Service Worker
Account Clerk Typing
Police Records Clerk Typing or Steno.
Computer Operator

GRADE TWO

Senior Tax Clerk
Senior Assessing Clerk
Senior Account Clerk
Senior Clerk Typist
Senior Bookkeeping Machine Operator
Senior Clerk Stenographer
Senior Telephone Operator/Recept.
Senior Computer Operator
Senior Police Records Clerk or Transcriber
Personnel Tech.
Violations Clerk
Assessing Aide
Registrar of Vital Statistics
Code Enforcement Officer

GRADE THREE

Principal Assessing Clerk
Principal Account Clerk
Principal Clerk Typist
Principal Tax Clerk
Principal Payroll Personnel Clerk
Principal Clerk Stenographer
Supervising/Principal Computer Operator
Data Processing Programmer
Supervising Assessing Aide
Principal Police Records Clerk or Trans.
Senior Code Enforcement Officer

GRADE FOUR

Building Subcode Official
Electrical Subcode Official
Plumbing Subcode Official
Assistant Treasurer
Assistant Tax Collector
Assistant Tax Assessor
Assistant Superintendent of Recreation
Assistant Zoning Officer

GRADE FIVE

Public Safety Telecommunicator Operator
Public Safety Telecommunicator Operator or Trainee
Relief Public Safety Telecommunicator Operator or Trainee

SCHEDULE C
STARTING SALARY

2006-2010

Year	Beg. Bal. 12/31/2005	2006 *	2007	2008	2009	2010
Step		1	2	3	4	5
Annual Increase		4.00%	4.00%	3.50%	3.50%	3.50%
GRADE 1	23,274	24,205	25,173	26,054	26,966	27,910
GRADE 2	26,382	27,437	28,535	29,533	30,567	31,637
GRADE 3	29,490	30,670	31,896	33,013	34,168	35,364
GRADE 4	32,598	33,902	35,258	36,492	37,769	39,091
Public Safety Telecommunicators	30,008	32,182	33,469	34,640	35,853	37,108
Relief Public Safety Telecommunicators (hourly wage)	14.00	15.03	15.63	16.18	16.74	17.33

Correct