

*Orig. signed copy - managers*

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

January 1, 2008 through December 31, 2011

## PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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 Contract shall contain all terms of the prior contract (effective dates January 1, 2004 through December 31, 2007) as if set forth in full herein, except those provisions as amended herein.

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 12 – INSURANCE, HEALTH & WELFARE

Article 12 of the prior contract referenced in the preamble shall be replaced in its entirety as follows:

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 of the third month after two months of active employment.

(i) 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 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 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 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 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 to the prior contract.

a. The above in-network co-payments will be capped at \$400/person/year, or \$800/family/year.

(ii.) A prescription drug plan as generally set forth in the Employee Health Book, with the following adjustments:

- a. \$10 co-payment for brand name prescriptions.
- b. \$5 co-payment for generic prescriptions.
- c. Prescription co-payments will be capped at \$400/year/person or \$800/year/family.
- d. One co-pay for 3 month supply of mail order prescriptions

(iii.) Dental plan with payment limitations as follows:

Preventative maintenance, etc.	100%
Diagnostic	85%
Restorative treatment	85%
Endodontics and periodontics	85%
Orthodontics	85%
Prosthodontics-fixed and removed	85%
Oral surgery-Includes extraction and Other oral surgery procedures usually Employed by a dentist, including per- And post-operative care	85%

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:

Vision Analysis	\$ 80
Single Vision Lenses	\$ 70
Bifocal Lenses	\$ 85
Multi focal Lenses	\$100
Contact Lenses	\$110
Frames	\$ 85

(v.) These benefits to start, in their amended form, upon execution of this Agreement by both parties, and continue for the life of this Agreement, subject to the provision in Paragraph D below.

B. The Township shall provide the following health benefit coverage for retired Employees up to 65 years of age:

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.

c. Coverage is for the retired Employee, spouse and dependents. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage with the dependents receiving benefits until they are no longer eligible.

d. Employee receives an accidental disability retirement or receives an ordinary disability retirement resulting from an on-the-job injury.

(ii.) Benefits.

All benefits set forth in Paragraphs A(i.) through A(v.) above.

(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 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.

C. The Township shall provide the following health benefits coverage for retired Employees who have reached the age of 65:

(i.) Eligibility

(a.) Employee retired at age 62 or older with at least 15 year 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 with 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 65. When one Employee or spouse reaches 65, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches 65. In the event of a retired employee's death, the spouse will continue to receive the described benefits until remarriage with the dependents receiving benefits until they are no longer eligible.

(e.) Employee receives an accidental disability retirement or receives an ordinary disability retirement resulting from an on-the-job injury.

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

(a.) The retiree shall be offered enrollment in a group health insurance plan maintained by the Township. The Township reserves the right to a plan for this purpose that will include the benefits presently contained in the AmeriHealth 65 Medicare & Choice Plan (the "Supplemental Plan"). If the Employer is unable to provide the Supplemental Plan or the cost of providing the Supplemental Plan exceeds the amount set forth in subsection (ii)(b) below, the Employer will not be obligated to provide such Supplemental Plan and its obligation will be limited to subsection (ii)(b) below.

(b.) 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, an additional sum of the same amount shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2008 by the percentage of wage increases set forth in this Agreement.

(c.) 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 retirees and spouse aged 65 and over 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 he/she 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 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 co-payments.

F. When an Employee's spouse works for another employer with family health benefits, then the Employee may waive health insurance coverage under the Township's plan in favor of coverage under the spouse's plan. In this event, the Township will annually award a \$1,500 cash payment in December of that year in lieu of enrolling the Employee in the Township's plan. 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, except to reimburse for co-payments that exceed the caps in any calendar year, as set forth in Paragraph A above.

H. The provisions of this Agreement do not affect the health benefits coverages of Employees who retired 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 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.

I. The Township shall continue to provide a \$10,000 life insurance policy on the Employee's life only, in addition to the insurance provided by the State pension plan.

J. 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 instituted by or on 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 Manager and Solicitor in order to discuss and resolve any issues regarding this representation.

K. 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 the age of 23. This coverage shall include any and all health insurance benefits subsequently negotiated by the P.B.A. for its Members.

L. When an Employee is required to use his own vehicle, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.

## ARTICLE 19 – WAGES

Article 19 of the prior contract referenced in the preamble shall be replaced in its entirety as follows:

A. All members of this union covered by this Agreement shall receive wage increases of 3.70% for 2008 (retroactive to January 1, 2008) 3.75% for 2009, 2010 and 2011. A retroactive salary increases for 2008 shall be payable on the second pay period following execution of this Agreement by both parties. A salary schedule shall be provided to the union by the City within 30 days of execution of this Agreement.

B. All salary increases will be given on each subsequent January 1<sup>st</sup>.

C. Employees 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

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect up to and including December 31, 2011, 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 2nd day of December, 2008.

LOCAL #59 POLICEMEN'S  
BENEVOLENT ASSOCIATION  
NEW JERSEY

Robert C. Smith

TOWNSHIP OF LOWER  
LOWER TOWNSHIP, NEW JERSEY

Walt Craig  
WALT W. CRAIG, MAYOR

ATTEST:

R. D. Kennedy

Claudia R. Kammer  
CLAUDIA R. KAMMER, TWP CLERK

Schedule A  
Employees Hired Prior to August 28, 2006

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
	3.7	3.75	3.75	3.75
<hr/> Step 1	42,544.64	44,140.06	45,795.31	47,512.64
<hr/> Step 2	49,990.19	51,864.82	53,809.76	55,827.62
<hr/> Step 3	57,901.78	60,073.09	62,325.83	64,663.05
<hr/> Step 4	65,814.45	68,282.49	70,843.08	73,499.70
<hr/> Step 5	71,259.79	73,932.03	76,704.48	79,580.90
<hr/> Step 6	76,579.91	79,451.66	82,431.09	85,522.26
<hr/> Sergeants	82,940.97	86,051.26	89,278.18	92,626.11

Schedule B  
Employees Hired on or After August 28, 2006

	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
	3.7	3.75	3.75	3.75
<u>Step 1</u>	<u>42,544.64</u>	<u>44,140.06</u>	<u>45,795.31</u>	<u>47,512.64</u>
<u>Step 2</u>	<u>48,216.46</u>	<u>50,024.57</u>	<u>51,900.49</u>	<u>53,846.76</u>
<u>Step 3</u>	<u>53,889.36</u>	<u>55,910.22</u>	<u>58,006.85</u>	<u>60,182.11</u>
<u>Step 4</u>	<u>59,562.27</u>	<u>61,795.86</u>	<u>64,113.20</u>	<u>66,517.45</u>
<u>Step 5</u>	<u>65,235.18</u>	<u>67,681.50</u>	<u>70,219.56</u>	<u>72,852.79</u>
<u>Step 6</u>	<u>70,907.00</u>	<u>73,566.01</u>	<u>76,324.74</u>	<u>79,186.92</u>
<u>Step 7</u>	<u>76,579.91</u>	<u>79,451.66</u>	<u>82,431.09</u>	<u>85,522.26</u>
<u>Sergeants</u>	<u>82,940.97</u>	<u>86,051.26</u>	<u>89,278.18</u>	<u>92,626.11</u>

*Clerk's Office  
Do Not Remove*

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

January 1, 2004  
Effective Dates: through  
December 31, 2007

*Original - Clerk  
C: PBA  
mge*

*Payroll  
Personnel Director*

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ of \_\_\_\_\_, 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.").

## 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 the "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 1.

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 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.

#### 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 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.

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 PBA.

E. 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 Paragraphs 9E, 11E and 15C 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 7 - DEDUCTIONS 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 shall 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 purposes of this Article, a work-period shall be defined as a 28 day period commencing 12:01 a.m. on a 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, operational 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 the 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 workdays 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 a 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, except 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 be not 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 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 current 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 his previously 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 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 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 above legal holidays will receive compensation for that day's work at the rate of time and one-half 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 a holiday on the preceding Friday or subsequent Monday.

#### 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 a 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 to 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 to 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 thirty (30) 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 and a 40% co-insurance charge after deductibles on the first \$2,000 of covered charges per person. The maximum deductibles and co-insurance charges per family will be based on two individuals, totaling \$1,000 for the deductibles and \$1,600 for co-insurance. The deductibles and co-insurance charges do not apply in-network. The in-network co-payments will be \$10 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 for 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%
Orthodontics	85%

Maximum Benefit: \$1,300 per person per calendar year. \$2,950 lifetime maximum per person for orthodontic service.

4. A Vision Care Plan with benefits payable only once every twenty four (24) months, as follows:

	<u>Benefit</u>
Vision Analysis	\$80
Single Vision Lenses	\$70
Bifocal Lenses	\$85
Multi-focal Lenses	\$100
Contact Lenses	\$110
Frames	\$85

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 sixty-five (65) years of age:

1. Eligibility

1. Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.

2. Employee retires before age sixty-two (62) with at least twenty (20) years service with the Township and twenty-five (25) years of service credit as required under N.J.S.A. 40A:10-23.

3. 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.

4. Police Officers who receive a disability retirement through accidental injury shall be eligible for health insurance coverage as well as police officer who receive ordinary disability resulting from a job related injury.

2. Benefits

1. Major Medical Benefits as described under Section A(1) of this Article.

2. Prescription Drug Plan as described under Section A(2) of this Article.

3. Dental Plan Benefits as described under Section A(3) of this Article.

4. Vision Care Benefits as described under Section A(4) of this Article.

3. 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. The same applies if the retired employee's spouse has or takes another job which provides health benefits, the employed spouse's benefits will be the primary coverage.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the age of sixty-five (65):

1. Eligibility

1. 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.

2. Employee retired with at least twenty (20) years service with the Township, not necessarily continuous, and twenty-five (25) years service credit as required under N.J.S.A. 40A:10-23, at the time of retirement.

3. 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.

4. Coverage is for retired employee and spouse, both of whom have reached sixty-five (65). When one employee or spouse reaches sixty-five (65), the other will continue to receive coverage as described under Section B of this Article, until he/she also reaches sixty-five (65).

2. Benefits are limited to a maximum of \$748.00 in the year 2004, \$778.00 in the year 2005, \$809.00 in the year 2006, and \$839.00 in the year 2007 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 thereunder, 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 \$1,500 cash payment in December of 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 \$10,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

K. 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 the age of 23. Coverage will remain at the level of benefits that the member was receiving at the time of death.

L. When an Employee is required to use his or her own vehicle, he or she shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.

#### 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 items 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 for the year 2006 shall be \$825.00 effective January 1, 2006 and \$900.00 effective January 1, 2007.

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 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 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, at 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 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 the bargaining unit.

2. For 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 ten 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 ten working days following the determination of the Chief.

b. The Township's Manager, or his representative, shall render a decision in writing within ten 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 ten working days following the determination of the Township's Manager, the matter may be submitted to the Township Council.

b. The Township Council shall review the matter and make a determination within ten 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 ("P.E.R.C.") within ten working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of P.E.R.C.

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 canceled and the matter withdrawn from arbitration. The P.B.A. 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 P.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Miscellaneous.

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

(ii) Failure to respond at 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 P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. 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 P.B.A. 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 P.B.A. This committee shall have the authority to award 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. Salaries for Employees shall be as set forth in Schedule A annexed hereto. All retroactive salary increases for 2000 shall be payable on the second pay period following the execution of this Agreement by both parties.
- B. All salary increases will be given on each subsequent January 1<sup>st</sup>.
- C. Employees 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

#### 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 therefor, 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 his civil service test at that time.

### ARTICLE 22 - SAVINGS BONDS

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 the 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 all 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, preferably when the 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 shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(iv) The Police Officer shall 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 a 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 the 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 this 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.

#### ARTICLE 28 - TERM AND RENEWAL

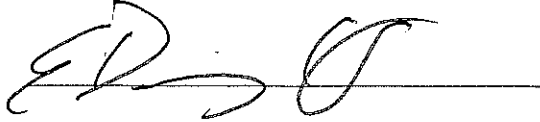
This Agreement shall be in full force and effect as of January 1, 2004, and shall remain in effect up to and including December 31, 2007, without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless 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.

#### ARTICLE 29 - HOURLY RATE OF PAY FOR OFF DUTY WORK

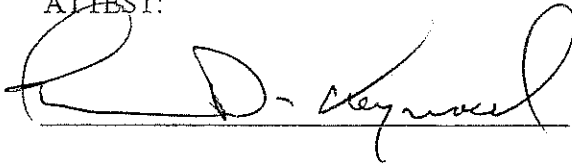
All patrol officers, sergeants and superior officers performing off duty police-related activities for private persons or entities in accordance with applicable Township ordinances, policies and procedures shall be compensated at the hourly rate of FORTY FIVE (\$45.00) DOLLARS per hour.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey, on this        day of        , 2006.

LOCAL #59 POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
NEW JERSEY



ATTEST:



TOWNSHIP OF LOWER  
LOWER TOWNSHIP, NEW JERSEY



Walt W. Craig, Mayor



Claudia R. Kammer, Township Clerk

Schedule A  
Employees Hired Prior to August 28, 2006

	2004	2005	2006	2007
Step 1	\$34,820	\$36,212	\$37,661	\$41,026.65
Step 2	\$40,913	\$42,549	\$44,251	\$48,206.55
Step 3	\$47,388	\$49,283	\$51,255	\$55,835.85
Step 4	\$53,864	\$56,019	\$58,260	\$63,466.20
Step 5	\$58,321	\$60,653	\$63,079	\$68,717.25
Step 6	\$62,674	\$65,181	\$67,788	\$73,847.55
Sergeants	\$67,880	\$70,596	\$73,420	\$79,981.65

Schedule B  
Employees Hired on or After August 28, 2006

	2004	2005	2006	2007
Step 1	\$34,820	\$36,212	\$37,661	\$41,026.65
Step 2	\$40,913	\$42,549	\$42,683	\$46,496.10
Step 3	\$47,388	\$49,283	\$47,705	\$51,966.60
Step 4	\$53,864	\$56,019	\$52,727	\$57,437.10
Step 5	\$58,321	\$60,653	\$57,749	\$62,907.60
Step 6	\$62,674	\$65,181	\$62,771	\$68,377.05
Step 7			\$67,788	\$73,847.55
Sergeants	\$67,880	\$70,596	\$73,420	\$79,981.65