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AGREEMENT BETWEEN  
THE TOWNSHIP OF LOWER  
COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
AND  
THE LOWER TOWNSHIP SUPERVISORS UNION  
JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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PREAMBLE

This Agreement entered into this 11 day of Dec , 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 the Lower Township Supervisors, (hereinafter called the "Supervisors") represents the complete and final understanding on all bargainable issues between the Township and the Supervisors.



## ARTICLE 1 – RECOGNITION

The employer recognizes the Supervisors 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 XI, which is part of this Agreement.



## ARTICLE II – CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Supervisors of Lower Township. 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 date authorization card supplied by the Supervisors 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 15<sup>th</sup> 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 Supervisors shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification heading Lower Township Supervisors advising of such changed deduction.

E. The Supervisors will provide the necessary "check off" authorization form and the Supervisors will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.



### ARTICLE III – SUPERVISORS

A. The Township agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Supervisors 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 Supervisors during the month following written notice from the Supervisors of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Supervisors shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Supervisors, less the cost of benefits financed through the dues and available only to Members of the Supervisors, but in no event shall the fee exceed 85 percent of the regular membership dues, fees and assessments.

D. 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 Supervisors 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.

E. The Supervisors shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Supervisors. This appeal procedure shall in no way involve the Township to take any action.

#### ARTICLE IV – VACATION

A. Annual vacation shall be granted as follows:

|                                     |                        |
|-------------------------------------|------------------------|
| Up to first year of working service | 1 day per month worked |
| 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 with the approval of the Manager. The Township reserves the right to refuse vacation requests if administrative pressures so require.

B. Each employee shall have a vested right to any unused vacation leave which has been earned prior to December 31, 1985. 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, 1986 shall be assessed against the leave the employee was entitled to take in that calendar year.

C. Any vacation leave accruing in any calendar year after 1985 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, unless the work load of the department/division prevents the employee from taking such leave. If this occurs, the employee shall obtain a letter signed by the Manager and have one placed in his/her personnel file authorizing this accumulation of unused vacation leave.

D. Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time. Resignation in good standing is written notice at least 14 days in advance, and employee will be working or on approved leave in order to receive unused vacation pay which has accumulated in the year of retirement



or resignation, prorated in accordance with Paragraph E below, and the immediately preceding calendar year.

E. 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 changes 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 purpose hereof, the prorated value of the vacation leave shall be determined by (i) dividing the number fifty-two (52) by 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 V-HOLIDAYS

A. 1. All Township employees shall be entitled to the following holidays or the day observed as such by the Township:

- \* Christmas
- \* Thanksgiving Day  
Day After Thanksgiving
- \* Fourth of July  
Lincoln's Birthday
- \* Presidents Day (Washington's Birthday)
- \* Memorial Day
- \* New Year's Day
- \* Labor Day
- \* Columbus Day
- \* Veteran's Day  
Election Day  
Good Friday
- \* Martin Luther King's Birthday

\*Denotes federal holidays.

2. In the event that any Township employee is required to work on one of the above-designated holidays, he/she shall be compensated at time and one-half (1 and ½) for the hours worked plus full holiday pay, to be paid as part of their regular salary.

3. 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 hours prior to the desired time off if possible, except in the case of an emergency, and a fourth 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 purpose hereof, the prorated value of the personal leave shall be determined by (i) dividing the number fifty-two (52) by 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.

B. 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 Paragraph A.1 of this Article, any employees who are required to work shall be granted an equal amount of compensatory time off to be taken within that calendar year. This section is applicable whenever employees are not charged for the day of (vacation, etc,) because of the severe weather closing.

ARTICLE VI – INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all full-time permanent and provisional employees working thirty (30) hours per week or more, and their dependents, starting at the beginning of the third full calendar month of 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 \$20.00 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. The Township will provide a prescription plan, which will require co-payments of \$5 generic and \$10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication for mail orders.

3. 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: \$1,500 per person per calendar year. \$3,150 lifetime maximum per person for orthodontic service.

4. A Vision Care Plan - Eye Exam Annually

New lenses, frames, and or contacts once every twenty-four (24) months as follows: (subject to arbitrator's decision attached)

|                      | 2009  | 2010  | 2011  |
|----------------------|-------|-------|-------|
| Vision Analysis      | \$100 | \$110 | \$120 |
| Single Vision Lenses | \$90  | \$100 | \$110 |
| Bifocal Lenses       | \$105 | \$115 | \$125 |
| Multi-focal Lenses   | \$120 | \$130 | \$140 |
| Contact Lenses       | \$130 | \$140 | \$150 |
| Frames               | \$105 | \$115 | \$125 |

5. These benefits, in their amended form, will start on the date of this Agreement, and shall continue for the life of the term of this Agreement.

B. The Township shall provide the following health benefit coverage for retired employees up to sixty-five (65) years of age"

1. Eligibility

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

(b) Employee retires before age sixty-two (62) with at least twenty-five (25) years of 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) Basic medical and major medical as described under Subparagraph A.1 of this Article.

(b) Prescription drug plan as described under Subparagraph A.2 of this Article.

3. Coordination of Benefits

If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job, which provides health benefits, with employed spouse's benefits primary.

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

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 sixty-five (65). When one employee or spouse reaches sixty-five (65), the other will continue to receive coverage as described under Subparagraph B2 of this Article, until he/she also reaches sixty-five (65).

2. Benefits are limited to a maximum of \$861 in the year 2009, \$892 in the year 2010, and \$925 in the year 2011 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 supplement 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. To the extent that the Federal Social Security Medicare Program changes the eligible age limits for participation therein, then the age limit of sixty-five (65) for eligibility for Township health benefits upon retirement shall be adjusted accordingly, to match the Medicare eligibility requirements. For example, if the Medicare eligibility age were to be increased to 66 years (for specific individuals), then the Township's benefits under Paragraph B of this article would continue to age sixty-six (66), and the Township's benefits under Paragraph C of this Article would start at age sixty-six (66), to coincide with the Medicare Terms and Conditions.

E. 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.

F. 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. 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. The provisions of this Agreement do not affect the health benefits coverage's of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined by prior contracts in effect at the time of retirement.

H. The Township agrees to provide a free legal defense to any employee sued in his or her official capacity for any legal act committed within his/her authority as a Township employee.

I. The Township shall provide a \$25,000.00 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

ARTICLE VII – LEAVE OF ABSENCE

A. Military Leave

Military leave shall be granted when an employee is required to undergo two (2) weeks annual training only.

B. Bereavement Leave

An employee shall be granted up to three (3) working days off with pay, for the purpose of bereavement leave for the loss of a family member from the date of the 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        | Grandparents  |
| Father        | Sister        |
| Spouse        | Brother       |
| Children      | Step Children |
| Father-in law | Mother-in-law |
| Grandchildren |               |

“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 provisions of this section result in an increase in any employee’s normal earnings.

The forgoing list shall include Step-Mother, Step-Father, Step-Sister, Step-Brother, Half Sister, Half Brother, Aunt or Uncle.

C. Unpaid Leave of Absence

1. 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 an additional six (6) 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 circumstance 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, a 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.

2. 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.

3. 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.

4. 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 the Supervisors Union.

5. 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 IV – Vacations, Article V – Holiday, and Article XI – Sick Leave and 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 VIII – GRIEVANCE PROCEDURE

### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem 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 or her immediate supervisor.

### B. Definition

The term "grievance" as used herein means as appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.

C. 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.

#### 1. STEP ONE

The aggrieved or the supervisor shall institute action under the provision hereof 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 Manager for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed



to constitute an abandonment of the grievance.

2. STEP TWO

If no agreement can be reached orally within ten (10) working days of the initial discussion with the Manager, employee or the supervisor may present the grievance in writing within ten (10) working days thereafter to the Township Council. The Council will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

3. STEP THREE

If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to Advisory Arbitration. The dispute shall be submitted pursuant to the rules and regulations of the Public Employment Relations Commission.

D. Upon prior notice to an authorization of the Township Manager, the designated Supervisor's representative 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 Supervisors who are employees of the Township may be permitted to visit employees during work hours at their workstations for the purpose of discussing Supervisors 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.

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F. The employer and the Supervisors further agree to give reasonable consideration to requests of either party for meeting to discuss grievances pending at any step.

G. Employees are entitled to Supervisor 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 IX – SICK LEAVE AND 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 prorated, and if more has been used than earned, it must be repaid. 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 be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations, (N.J.A.C. 4:1-17.15). Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of the sick leave, and if the employee utilizes more leave than is earned, he shall reimburse the employer for the value of the used, but unearned, leave. For the purpose hereof, the prorated value of the sick leave shall be determined by (i) dividing the number fifty-two (52) by 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. 1. For all employees hired prior to January 1, 1986, 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 one hundred eighty (180) days, at the employee's rate of salary at retirement.

2. For all employees hired after January 1, 1986, they shall be entitled, upon regular retirement, to compensation for 100% of unused sick leave, up to a maximum of one hundred twenty (120) days.

3. For all employees hired on after January 1, 2002, the maximum terminal leave benefit will be \$12,000.00.

4. Employees with ten (10) years of service resigning in good standing shall receive compensation for 50 % of unused sick leave subject to the restrictions of Subparagraphs C-1, C-2 and C-3 of this Article.

5. Each retiring employee shall notify the Township treasurer of his intention to retire no later than December 1<sup>st</sup> of the year preceding the year in which the employee will retire.

6. For the purposes of Subparagraphs C.1, C.2 and C-3 of this Article. "regular retirement" shall mean either of the following:

(a) Retirement at age sixty-two (62) or older with at least fifteen (15) years of continuous service with the Township at the time of retirement; or

(b) Retirement at any age with at least twenty-five (25) years of service with the Township at the time of retirement, but not necessarily continuous.

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

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more than five (5) sick days that calendar year. For new employees hired on or after January 1, 2002, 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 January 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 C of this Article.

E. 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 designated by the Township. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.

F. All employees shall be entitled to accumulated sick leave days from year to year to be used if and when needed for such purpose.



## ARTICLE X – WORK WEEK

A. The work week for Supervisors is determined by the requirement of the job. The minimum number of hours for all Supervisors except for those in the Department of Public Works shall be thirty-five (35) hours. The minimum number of hours for all Supervisors in the Department of Public Works shall be forty (40) hours. Notwithstanding the above, all Supervisors are expected to work the days and hours required for the normal execution of their management responsibilities. In the event that Supervisors work in excess of the minimum hours required for a normal working week, as essential administrative personnel and pursuant to the terms and conditions of this Agreement, they shall not be entitled to receive any additional compensation.

C. 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.

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## ARTICLE XI – WAGES

A. All members of the Supervisors Union covered by this Agreement shall receive wage increases of 3.8% for year 2009, 3.7% for the year 2010, and 3.7% for the year 2011.

B. In addition to the increase set forth in Paragraph A of this Article, the base wages for the Superintendent of Public Works, the Assistant Superintendent of Public Works, the Supervisor of Garage Services and the Coordinator of Maintenance Services and the Coordinator of Maintenance Services shall be increased by the sum of \$1920.72 per annum, which sum shall also be subject to percentage increases starting in the year 2009. This amount, as increased pursuant to this Agreement, shall be payable in a lump sum on the first regularly scheduled payday of each year. Provided further that such employees may elect prior to each calendar year of this agreement to receive such amounts in equal bi-weekly installments to be included with his or her regularly scheduled paycheck. This amount shall be deemed part of the annual salary for each of the affected employees, and shall therefore be deemed earned proportionately throughout the year. In the event such 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 Township shall recover from the employee the prorated value, as increased pursuant to the Agreement. If any of the aforementioned Supervisors work 50 hours or more beyond the regularly scheduled hours during any calendar year, he will receive an additional payment of \$576.54 for such calendar year in a lump sum upon the receipt by the Township Manager of documentation to verify the actual number of hours worked beyond the regularly

scheduled hours. This amount is also subject to the percentage increases set forth in this agreement starting in the year 2009. If the Recreation Superintendent is required to work on the Horseshoe Crab Festival, Bay Run, Independence Day Celebration, Halloween Costume Parade, Haunted Hayride and New Years' Eve Party, he will be compensated at straight time in the form of compensatory time. Compensatory time must be used by March 31 of the next calendar year and will not accumulate from year to year.

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

D. Current salary raises for 2009 through 2011 shall begin January 1<sup>st</sup> of each respective year.

E. All new hires shall receive as a starting salary, a salary no greater than the base salary listed for that title for the year in which the hire is made.

F. The Township may, in its sole and absolute discretion, request that employees covered under this Agreement perform additional tasks and duties for additional compensation, which shall not exceed the sum of \$3,000.00 in any year. It shall be within the sole and absolute discretion of the employee to accept such additional assignments. The additional compensation and assignments, if accepted, shall be temporary and the Township shall not be required to continue to offer such additional assignments, and as such it shall not be considered a past practice.

G. Base Salaries with negotiated increases shall be as set forth on Schedule B attached hereto and by this reference made a part hereof.

H. The Township shall pay for the cost of a course in a state or county college relating to their job title, subject to approval by the Township manager.

ARTICLE XII – LONGEVITY

A. Longevity - Employees shall receive longevity pay in accordance with their years of service after the resolution is passed by the Township Council for the employee's position as follows:

|   |                 |
|---|-----------------|
| 2% of base pay after 5 years of service   | \$600 maximum   |
| 4% of base pay after 10 years of service  | \$1,200 maximum |
| 6% of base pay after 15 years of service  | \$1,800 maximum |
| 8% of base pay after 20 years of service  | \$2,400 maximum |
| 10% of base pay after 25 years of service | \$3,000 maximum |

B. For employees hired on or after January 1, 2002, 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 XIII – CALL IN TIME

A. If the Court Administrator or Deputy Court Administrator is called to duty on his/her time off, he/she shall receive payment at the rate of time and one-half (1and1/2) and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.

B. The Court Administrator and the Deputy Court Administrator will also receive ten (10) minutes of call-in time if they are called to do court business on their days or evenings off.



ARTICLE XIV – UNIFORMS/EQUIPMENT ALLOWANCES

A. Employees of the department of Public works shall be entitled to a complement of three (3) sets of uniforms paid for by the Township. All employees shall be entitled to the replacement of any worn out uniform upon presentation to their department head so that their complement of three (3) uniforms shall remain intact.

B. All employees in the Department of Public Works, Planning Director, Construction Official and Recreation Superintendent shall be entitled to a shoe allowance of \$75.00 per year. Upon presentation of a voucher and receipt for the shoes to the Township Treasurer, they shall be reimbursed for the purchase of any work shoes up to a limit of \$75.00 per year.

C. All employees in the Department of Public Works shall receive adequate foul weather clothing and replacement upon presentment of worn out foul weather clothing.

D. Employees of the department of Public Works shall receive one (1) winter jacket each year upon presentment of a worn out jacket.

ARTICLE XV – 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 XVI – GENERAL PROVISIONS

A. Supervisors shall have use of the employee bulletin board for the posting of notices relating to meetings and official business of the Supervisors.

B. It is agreed that representatives of the employer and the Supervisors 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 meetings 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 position and by the Lower Township Administrative Code.

D. The Township shall be responsible for printing this Agreement within 20 days of its having being signed by the parties.



ARTICLE XVII – SUPERVISOR'S BUSINESS

Whenever an employee of the Township who is a representative of the Supervisors is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of regular pay or be charged for sick leave or vacation leave.

ARTICLE XVIII EQUAL TREATMENT

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

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ARTICLE XIX – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any 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 effected thereby and shall continue in full force and effect.

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ARTICLE XX – 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. The executive, managerial 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 controls for continued employment or assignment and to promote and transfer employees;

3. To suspend demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute 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 which has the effect of increasing the efficiency of the operation of the department, or



lowering the manpower requirements of the department. In the event technological improvements are introduced, the department will endeavor, or as far as practicable, to institute these improvements in such a manner that there will be the least possible hardship to employees. Should the Union feel that an injustice has been committed in such action, they may file a grievance under the Agreement. The sole issue for the arbitrator shall be: "did the department act arbitrarily or capriciously in instituting the technological improvements?"

D. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under Title 40 and Title 11 of New Jersey Statutes, or any other national, state, county or local laws or ordinances.

ARTICLE XXI – TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least thirty (30) days to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal at Township of Lower, New Jersey, this 11 day of Dec 2008.

ATTEST:

*Cláudia R. Kammer*  
Cláudia R. Kammer, Twp. Clerk

TOWNSHIP OF LOWER

BY: *Walt Craig*  
Walt Craig, Mayor

WITNESS:

*Colleen Crigger*

Lower Township Supervisor's Union

BY: *CL*

*CL*

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

In-Network – Payment for eligible expenses when services are obtained from one of the providers in our Managed Care Network. 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. Provides the highest level of benefits for in-network services and the member does not have to file claims.

Out-of-Network – Payment for eligible services that are not obtained from one of the 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. 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<br>ALL SERVICES | Out-of Network                     |
|--------------------------------------|----------------------------|------------------------------------|
| 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                               |

**In-Network  
Hospital /Facility Services**

**Out-of-Network**

| <u>Inpatient Services</u>   | In-Network  | Out-of-Network  |
|---|---|---|
| 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  |
| <u>Maternity Benefits</u>   | 100%  | 60% after deductible  |
| <u>Organ Transplants (Includes ABMT)</u>  | 100%  | 60% after deductible  |
| <u>Outpatient Services</u>  |   |   |
| 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<br>\$25 copay applies to facility charges | 100% after \$25.00 co-pay<br>\$25 copay applies to facility charges |
| Surgical Center   | 100%  | 60% after deductible  |
| Skilled Nursing Facility  | 100% up to 120 Days   | 60% after deductible up to 60 days                                  |
| Home Health Care  | 100%  | 60% after deductible up to 100 visits                               |
| Hospice Care  | 100%  | 60% after deductible<br>\$9,000                                     |

**Physicians Services**

| <u>Inpatient Services</u>  | In-Network | Out-of-Network       |
|--|------------|----------------------|
| 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 |

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|   |   |   |
|---|---|---|
| <u>Outpatient/ Out of Hospital Services</u>   |   |   |
| <u>Office Visits (including related diagnostic/therapy services) when medically necessary</u>                                 | 100% after \$10 copay   | 60% after deductible  |
| <u>Medical and Surgical Care (including related diagnostic/therapy services)</u>  | 100% after \$10 copay   | 60% after deductible  |
| <u>Diagnostic X-ray and Lab</u>   | 100%  | 60% after deductible  |
| <u>Allergy Testing, treatment &amp; injections</u>  | 100% after \$10 copay   | No Benefit  |
| <u>Maternity Care</u>   | 100% after \$10 copay (copay applies to first visit only)                 | 60% after deductible  |
| <u>Infertility (includes in-vitro fertilization per NJ Mandate)</u>   | 100% after \$10 copay<br>4 egg retrievals                                 | 60% after deductible<br>per lifetime  |
| <u>Well Child Care (through age 19)</u>   | 100% after \$10 copay   | No Benefit  |
| <u>Child Immunizations/Lead Testing</u><br>(NJ Mandate)   | 100% after \$10 copay   | 60% (no deductible)   |
| <u>Routine Physicals (beginning at age 20) (Health Wellness NJ Mandate)</u>   | 100% after \$10 copay<br>1 per year                                       | 60% (no deductible)   |
| <u>Prostate Screening (NJ Mandate)</u>  | 100% after \$10 copay<br>1 per year                                       | 60% (no deductible)<br>Men age 40 and over, 1 per year                              |
| <u>Annual Routine Ob/Gyn Exam</u>   | 100% after \$10 copay<br>1 per year, no referral needed                   | 60% no deductible   |
| <u>NJ Pap and Mammography mandates</u>  | 100% after \$10 copay<br>1 per year                                       | 60% no deductible   |
| <u>Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy (Limit of 3 modalities per visit)</u> | 100% after \$10 copay<br>30 visit   | 60% after deductible<br>\$1,000 Ind./\$2,000 Family max for each therapy<br>maximum |
| <u>Therapeutic Manipulations</u>  | 100% after \$10 copay<br>\$1,000 Individual/\$2,000<br>25 visits within a | 60% after deductible<br>Family maximum per benefit period<br>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%<br>Combined \$5,000 maximum -         | 60% after deductible<br>(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<br>3 visits per year | No Benefit  |
| Blood Charges  | 100%                                       | 60% after deductible                                |

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SCHEDULE B

|                                   | 2009      | 2010      | 2011      |
|-----------------------------------|-----------|-----------|-----------|
| Superintendent of Public Works    | 74,476.11 | 77,231.72 | 80,089.30 |
| Asst. Supt. Of Public Works       | 63,257.87 | 65,598.41 | 68,025.55 |
| Supervisor of Garage Services     | 63,111.12 | 65,446.23 | 67,867.74 |
| Supervisor Bldg & Grounds         | 60,358.17 | 62,591.43 | 64,907.31 |
| Director of Planning              | 71,631.01 | 74,281.36 | 77,029.77 |
| Tax Assessor                      | 75,590.23 | 78,387.07 | 81,287.39 |
| Construction Official             | 64,610.65 | 67,001.25 | 69,480.29 |
| Tax Collector                     | 74,402.20 | 77,155.08 | 80,009.82 |
| Superintendent of Parks and Rec.  | 66,456.04 | 68,914.91 | 71,464.77 |
| Coordinator of Fed. And State Aid | 54,073.54 | 56,074.26 | 58,149.01 |
| Court Administrator               | 66,642.88 | 69,108.67 | 71,665.69 |
| Deputy Mun. Court Administrator   | 42,134.83 | 43,693.82 | 45,310.49 |

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