

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HUNTERDON COUNTY P.B.A. LOCAL 386,  
LEBANON TOWNSHIP UNIT**

**AND**

**TOWNSHIP OF LEBANON**

**JANUARY 1, 2019**

**THROUGH**

**DECEMBER 31, 2021**

## TABLE OF CONTENTS

	Page
	<u>PREAMBLE..... 1</u>
I.	<u>RECOGNITION..... 2</u>
II.	<u>NEGOTIATIONS PROCEDURE..... 3</u>
III.	<u>SEVERABILITY CLAUSE AND RENEGOTIATION..... 4</u>
IV.	<u>RETENTION OF BENEFITS..... 5</u>
V.	<u>GRIEVANCE PROCEDURE ..... 6</u>
VI.	<u>HOURS OF WORK AND OVERTIME..... 9</u>
VII.	<u>BASE SALARIES AND WAGES ..... 11</u>
VIII.	<u>LONGEVITY PLAN..... 12</u>
IX.	<u>TUITION REIMBURSEMENT..... 14</u>
X.	<u>UNIFORM ALLOWANCE..... 15</u>
XI.	<u>HOLIDAYS..... 16</u>
XII.	<u>VACATIONS..... 17</u>
XIII.	<u>PERSONAL DAYS..... 18</u>
XIV.	<u>SICK DAYS..... 19</u>
XV.	<u>BEREAVEMENT DAYS..... 20</u>
XVI.	<u>LIABILITY INSURANCE..... 21</u>
XVII.	<u>HEALTH BENEFITS..... 22</u>
XVIII.	<u>NON-WORK RELATED DISABILITY ..... 27</u>
XIX.	<u>WORKER'S COMPENSATION..... 31</u>
XX.	<u>PERSONNEL FILES ..... 33</u>
XXI.	<u>EMPLOYEE RIGHTS DURING INVESTIGATIONS ..... 34</u>
XXII.	<u>PBA BUSINESS ..... 36</u>
XXIII.	<u>JUST CAUSE PROVISIONS ..... 37</u>
XXIV.	<u>MISCELLANEOUS PROVISIONS ..... 38</u>
XX.	<u>DURATION OF AGREEMENT..... 41</u>
	<u>SIGNATURE PAGE ..... 41</u>
	<u>SCHEDULE A: SALARIES ..... 42</u>
	<u>APPENDIX A: STATEWIDE INSURANCE FUND ..... 43</u>

**PREAMBLE**

**THIS AGREEMENT** made this 18<sup>th</sup> Day of December 2019, by and between the **TOWNSHIP OF LEBANON IN THE COUNTY OF HUNTERDON AND STATE OF NEW JERSEY** hereinafter referred to as the “Employer” or the “Township,” and the **HUNTERDON COUNTY POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL NO. 386, LEBANON TOWNSHIP UNIT**, hereinafter referred to as the “PBA.”

**WITNESSETH:**

WHEREAS, the parties mutually desire to provide the Township with professional police protection; and,

WHEREAS, members of the Township Police Force desire to protect their interests and Employees by negotiating through the PBA; and,

WHEREAS, it is the intent and purpose of the parties hereto establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

## ARTICLE I

### RECOGNITION

1. The Township recognizes the PBA as the exclusive representative for the purpose of collective negotiations with the respect to the terms and conditions of employment of the members of the bargaining unit, which shall be defined as: all full time Police Officers employed by the Township, but excluding the Chief of Police, Lieutenant, and Special Police Officers.

2. The term "Employee" or "Employees" as used hereinafter, shall be interpreted interchangeably with the term "Police Officer" and "Police Officers."

3. Recognition of the PBA by the Township shall not obligate any eligible Police Officer to be so represented. The Township shall not, however, either directly or indirectly seek to influence an eligible Police Officer's decision with regard to such representation.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

1. The Township and the PBA agree, at the request of either party, to enter into negotiations for a Successor Agreement in accordance with the Rules and Regulations of the Public Employment Relations Commission. In such negotiations, each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such agreement shall apply to all members of the bargaining unit and shall be reduced to writing and, after ratification, signed by the parties. Negotiations may be commenced by mutual agreement at any time. Negotiations shall be commenced upon request of either party within one hundred twenty (120) days prior to the expiration of this Agreement. Said negotiations within the one hundred twenty (120) day period shall not be deemed a waiver of right to negotiate.

2. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals. No proposal shall be binding until formally approved by the principals.

### ARTICLE III

#### SEVERABILITY CLAUSE AND RENEGOTIATION

1. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions. It is understood that final decisions of the New Jersey Supreme Court shall control.

2. It is understood and agreed that upon mutual consent of both the Employer and the PBA, the two parties may meet for the purpose of affecting a change or providing an addendum to any section of this Agreement. It is further understood and agreed upon that the remaining sections of this Agreement shall remain in full force and effect.

## ARTICLE IV

### RETENTION OF BENEFITS

It is understood and agreed upon that all rights, privileges and benefits which the Employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement. Specific reference is made to the Township of Lebanon Police Department Rules and Regulations, adopted June 18, 1980 and, Lebanon Township Ordinance 1-1987 and successor ordinances updating same during 1988 through the date of Ratification of this Agreement.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 1. Definition

The term "grievance," as used herein, means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment under this Agreement and may be raised by an individual unit Employee, a group of unit Employees, or the PBA, at the request of any such individual or group (hereinafter referred to as the "grievant").

#### 2. Informal Resolution

The Township and the PBA agree to attempt to resolve potential grievances in an informal manner if possible. The time limitation pertaining to initiation of grievance procedure may be waived if mutually agreeable, provided such waiver is in writing and approved by both parties.

#### 3. Steps of the Procedure

##### Step One:

A grievance initially must be filed within thirty (30) calendar days from the date on which the act, which is the subject of the grievance, occurred or became known to the grievant, whichever is later. The grievance shall be submitted in writing to the Chief of Police, who may conduct a hearing regarding the grievance at his discretion, and shall render a decision, in writing, within fifteen (15) calendar days of his/her receipt of the grievance.



Step Two:

In the event the grievance is not resolved to the grievant's satisfaction as Step One, or in the event the Chief of Police has not served a timely written response at Step One, then within fifteen (15) days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Township Committee. The parties, being the grievant and the liaison to Police on the Township Committee, shall meet within ten (10) days of this submission. The Township Committee shall discuss the matter no later than its next regularly scheduled Meeting and shall have five (5) days thereafter to make a written response.

Step Three:

In the event the grievance is not resolved to the satisfaction of the grievant at Step Two, or in the event the Township Committee had not served a timely written response at Step Two, then within fifteen (15) calendar days after the response set forth in Step Two, the grievant may notify the Township Committee in writing of his or her intent to submit the grievance to the New Jersey Public Employment Relations Commission (PERC) for binding arbitration.

a. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact, and conclusions of law utilized in making his award, by no later than thirty (30) calendar days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from or in any way whatsoever, alter the provisions of this Agreement.

b. Grievance meetings and hearings shall be held at mutually acceptable times and places. The grievant shall have at his request a

representative from the PBA and/or a labor consultant to assist in the resolution of the grievance at such meetings and hearings.

c. The fees, expenses and all other proper charges of the arbitrator shall be split equally between the parties; however each party shall bear his own additional costs.

d. All grievance hearings scheduled in accordance with the provisions hereof shall be so scheduled so as to avoid time off from regular scheduled shifts. However, in the event a grievant, or witness called by him, is on duty, he shall be permitted to attend the said hearing without reduction or loss of pay.

e. No reprisals of any kind shall be taken by the Township, or by an agent thereof, against any grievant or party participating in a grievance procedure or any member of the PBA by reason of such participation. Neither the PBA nor any Employee shall use the formal grievance procedures for obviously frivolous matters.

f. All grievance hearings, conducted as outlined herein, shall be conducted in private and shall be attended by the respective parties and/or their representatives, in addition to any witnesses produced by either party for the purpose of testifying at such hearing.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

1. Exchange of Duty :

Employees shall be permitted to voluntarily swap their tours of duty subject to the written approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld. This provision is not to be construed as to increase the Township's overtime liability.

2. Hours of Work:

Effective June 1, 2008, as amended herein, members of the bargaining unit shall work what is known as the "Pitman Schedule." The provisions of the schedule are as follows:

- The work day shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period, except in cases to meet a bona fide emergency or public safety need.
- Rotation of schedule, if any, is at the sole discretion of the Chief of Police. The Police Officer's annual work year shall consist of two thousand one hundred ninety (2,190) hours.
- A Twenty Eight (28) day notice to the Police Officer is required for any change of shift, unless mutually agreed upon by the scheduling Police Officer and the Police Officer affected.

3. Work Period/Work Day Calculation:

The work period shall consist of one hundred sixty- eight (168) hours worked during a twenty-eight (28) day cycle.

A work day, for purposes of calculating leave time, shall be twelve (12) hours. Thus, to take a full twelve (12) hour shift day off, the Employee will have to use twelve (12) hours of leave time (For example, a sick day requires the use of twelve (12) hours of sick leave per Article XIV, etc.).

4. Shift Definition:

Regular work shifts shall be twelve (12) hours in length. However, a work day, for

calculation of leave time, shall be as defined above.

5. Schedule Adjustment Time (SAT) Time:

Each Police Officer shall be allotted one hundred ten (110) hours of SAT time annually. There is no monetary value assigned to SAT time. The use of SAT time may only be used in three (3) hour or less increments unless approved by the Chief of Police or his/her designee. SAT time is reset at the beginning of each calendar year and shall not be carried over in to the next year.

6. Overtime Rate:

All hours worked in excess of one hundred sixty-eight (168) hours during a twenty-eight (28) day cycle shall be compensated at one and one half (1 ½) times the regular rate of pay.

7. On Call and Call In:

In the event an Employee is called in to work during other than regularly scheduled hours (i.e., off duty court administrative appearances, police school, firearms qualification, special training, etc.), the Employee shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half (1 ½).

8. Shift Work:

The sequence of shift work on the twelve (12) hour schedule may be as follows:

Two (2) days on, followed by two (2) days off Three (3) days on, followed by two (2) days off, Two (2) days on, followed by three (3) days off and so on the ultimate determination for shift scheduling/shift assignment shall rest with the Chief of Police. Change of shift shall occur every two (2) weeks for bargaining unit members on a twelve (12) hour shift scheduled (two (2) week rotation).

The ultimate determination for shift scheduling/shift assignment shall rest with the Chief of Police.

9. A tentative schedule shall be posted up to three months in advance. On or before the last business day of the second month of the posted schedule, the following month tentative schedule shall be posted for a total of three months in advance.

## ARTICLE VII

### BASE SALARIES AND WAGES

#### BASE SALARY

The base annual wages for Employees covered by this Agreement shall be as set forth on Schedule A. Schedule A shall be applicable to all Employees hired on or after January 1, 2011.

The salary structure (Schedule A,) represents an automatic annual step guide system applicable to all Employees who are not at maximum pay rate for patrol Police Officer (First Class). Each patrol Police Officer not at the maximum patrol Police Officer rate (First Class) shall receive annual step movement to the next higher class pay rate in accordance with the annual anniversary date of said Police Officer's date of hire. All current Employees below maximum shall receive retroactive step movement paid in accordance with their appropriate anniversary dates of hire.

All Police Officers hired after January 1, 2011, shall be subject to ten (10) steps in the salary guide as set forth in Schedule A. These steps are as follows: 10th class, 9th class, 8th class, 7th class, 6th class, 5th class, 4th class, 3rd class, 2nd class and 1st class.

There shall be twenty-four (24) pay periods per year and the base salary shall be paid on the fifteenth (15th) and thirtieth (30th) day of each month and on the last day of February.

Effective on the date of January 1, 2019 following ratification, all employees covered by this Agreement shall receive a salary increase in the amount of (2.00%). Effective January 1, 2020, all employees covered by this Agreement shall receive a salary increase in the amount of (2.00%). Effective January 1, 2021, all employees covered by this Agreement shall receive a salary increase in the amount of (2.00%).

Any employee hired during the life of this Agreement shall receive salary increases after the date of hire on the effective dates noted above. Any former employee who was employed prior to the signing of this Agreement shall not receive any pro rata adjustment in his/her former salary.

**ARTICLE VIII**

**LONGEVITY PLAN**

1. All Policemen who are hired after January 1, 2011 will not receive longevity payments.

2. For all other Policemen covered under this Agreement (except for indicated in number 3 below), upon completion of five (5) years of continuous employment service, he/she will receive a salary or wage stability increase computed at the rate of two percent (2.0%) of such Employee's base pay; thereafter such Employee shall receive annual salary or wage stability increase as follows:

After completion of 5 years	2%
After completion of 6 years	2 1/3%
After completion of 7 years	2 2/3%
After completion 8 years	3%
After completion 9 years	3 1/3%
After completion of 10 years	3 2/3%
After completion of 11 years	4%
After completion of 12 years	4 1/3%
After completion of 13 years	4 2/3%
After completion of 14 years	5%

3. All Policemen hired after January 1, 2005 but before January 1, 2011, shall, upon completion of five (5) years of continuous employment service, receive a salary or wage stability increase computed at the rate of one percent (1.0%) of such Employee's

base pay; thereafter such Employee shall receive annual salary or wage stability increase as follows:

After completion of 5 years	1%
After completion of 6 years	1 1/3%
After completion of 7 years	1 2/3%
After completion of 8 years	2%
After completion of 9 years	2 1/3%
After completion of 10 years	2 2/3%
After completion of 11 years	3%
After completion of 12 years	3 1/3%
After completion of 13 years	3 2/3%
After completion of 14 years	4%

4. Such salary or wage stability payments shall be provided in each pay period where applicable.

## **ARTICLE IX**

### **Tuition Reimbursement**

One half (50%) of the full costs of tuition (not to exceed Rutgers University's regular under graduate per credit rates) and textbooks will be paid by the Employer upon successful completion (C+ or a grade of Pass unless + or - not given) or any accredited college course leading to a degree in Law Enforcement, or Criminal Justice, or Police Science, within thirty (30) days following the submission of receipts for same. If the Employee voluntarily leaves the Police force within the two (2) years of date of completion of said course, he or she shall reimburse the Township for its tuition reimbursement.



## ARTICLE X

### UNIFORM ALLOWANCE

1. The Township will provide an annual credit of \$500.00 for the purchase of approved uniform garments through the Township authorized vendor to employees in those classifications which the Township deems appropriate. New hires in those classifications may receive additional garments or a higher initial credit of \$1,275.00. The color, style, and material blend of employee work uniform will be determined by the Township with input from the Chief for both uniform and non-uniform garments.

2. Employees will be required to wear uniform and non-uniform garments that are, in the Township's judgment, properly maintained and presentable. The wearing of uniforms will be mandatory during all work hours. Regular and all appropriate maintenance of an employee's uniform is the responsibility of the employee.

3. Employees who are continuously absent from work due to an illness or injury for more than thirty (30) days in a calendar year will receive a pro-rata amount for that years uniform allowance. In the event the employee has received their full allotment prior to the absence, the difference will be returned to the Township by the employee.

**ARTICLE XI**

**HOLIDAYS**

1. In lieu of time off, each Employee shall be paid one hundred forty-four (144) hours holiday pay which is equivalent to twelve (12) days of holiday pay.

2. Payment for the holidays referred to in Paragraph 1 above shall be paid in equal installments in the paychecks of each officer according to the Township's regular payroll schedule.

3. Hours worked on a designated holiday shall be compensated at the regular rate plus half the regular rate for a total of time and one-half (1 ½). This payment shall be in addition to the payment received under paragraph 1 above. Employee schedules will not be altered on a holiday to avoid overtime. The designated holidays for 2019, 2020, and 2021 are as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

## ARTICLE XII

### VACATIONS

1. Each Employee shall be granted paid vacation as set forth in the schedule below:
  - a. After one (1) year through two (2) years of service Forty (40) hours
  - b. After two (2) years through five (5) years of service Eighty (80) hours.
  - c. After five (5) years through ten (10) years of service One Hundred Twenty (120) hours.
  - d. After ten (10) years of service One Hundred Sixty (160) hours.
  
2. Vacation leave shall accrue upon the Employee's anniversary of service date and may be taken at any time during the twelve (12) months following that anniversary date. If resignation or termination of an Employee occurs during the calendar year, unearned vacation days, which have already been taken, will be deducted from any final salary payment.
  
3. Vacation preference shall be determined on the basis of seniority subject to the reasonable discretion of the Chief of Police or his/her designee, to assure adequate continuous services. An Employee shall be permitted to take up to three hundred sixty (360) consecutive hours, inclusive of vacation, at one time if approved by the Chief of Police, which approval shall not be unreasonably withheld. In addition, an Employee may, but need not, take up to one hundred (100) of the vacation hours to which he is entitled, singly, subject to the same approval.
  
4. The Employee shall have the option of carrying over up to fifty (50%) percent of the previous year's unused vacation days into the following year with the written approval of the Chief.
  
5. A permanent Employee who retires or terminates their employment, being in good standing with the Township shall be entitled to the vacation allowance for the current year pro-rated on the basis of one twelfth (1/12th) of his vacation entitlement for each month worked as of the date of his separation becomes effective.

## **ARTICLE XIII**

### **PERSONAL DAYS**

1. Employees shall be entitled to forty (40) hours leave of absence with pay for personal business. Seventy-two (72) hours notice for said leave shall be given, except in cases of emergency, to the Chief of Police or his designee. The Township reserves the right to deny requests for personal days, as conditions warrant but approval shall not be unreasonably withheld.

2. Unused personal days shall be converted to direct payment, at the Employee's prevailing rate of pay, payable in the last period in December of each year.

3. Unused personal days cannot be carried over to the following year and will have no cash value in the event of a resignation, termination or retirement.

## ARTICLE XIV

### SICK DAYS

1. Each Employee shall be granted one hundred (100) hours of sick leave each year.
2. Sick days may be used for personal illness only. An Employee may be asked to submit acceptable medical evidence substantiating the need for sick leave. In the event of the absence of an Employee, the Chief of Police, or his designee, shall be notified as soon as possible prior to his scheduled shift.
3. An Employee may carry up to four hundred (400) unused sick leave hours from prior years of service.
4. Unused sick time will have no cash value in the event of a resignation, termination or retirement.

## ARTICLE XV

### **BEREAVEMENT DAYS**

1. In the unfortunate event of the death of an immediate family member, an employee is provided time off with pay to grieve, assist in making arrangements and/or to attend the funeral or services of a close relative. The length of time off will not exceed:

- a) Five scheduled workdays for the following immediate family members:  
spouse, domestic partner, father, mother, son, daughter (includes step-parents and step-children and children of domestic partner)
- b) Three scheduled workdays for the following immediate family members:  
brother, step-brother, sister, step-sister, mother-in-law, father-in-law, parents of domestic partner, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, aunt, and uncle.
- c) The Township will allow nonpaid time off for non-covered family members with management approval.

## ARTICLE XVI

### LIABILITY INSURANCE

1. The Township shall continue Law Enforcement Liability, also referred to as Police Professional Liability, insurance for the Employees at the level of coverage in effect at the execution of this Agreement. Except to the extent that the Employees contribute to the cost of such insurance in connection with their off-duty activities, the Township shall be responsible for paying the premiums. The level of coverage and the obligation of the parties with respect to the payment of the premiums shall be as is set forth in Appendix A of this Agreement.

## **ARTICLE XVII**

### **HEALTH BENEFITS**

1. All full-time employees covered by this Agreement shall be provided health benefits, up to family health care coverage depending on the employee's requirement, under the New Jersey State Health Benefits Plan including the State Health Benefits prescription plan policy. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for single, family, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78 ("Chapter 78"), the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program.

The Township will provide qualified employees with health coverage under the NJ Direct 15 plan and the associated prescription plan, or in the event NJ Direct 15 is no longer offered, the closest matching plan then offered by the State Health Benefits Plan. If an employee desires coverage through a different plan offered by the State Health Benefits that has a higher premium than NJ Direct 15 or then equivalent plan, the employee will be responsible for any monthly premium costs in excess of the NJ Direct 15 or then equivalent plan, but the Township will enroll such employee and make the required payroll deductions. If an alternative plan chosen by an employee has monthly premium costs less than NJ Direct 15 or then equivalent plan, the Township will credit the employee with the cost difference for the monthly premium.

Each qualified employee will receive health benefits appropriate to his/her situation with respect to single, family, individual and spouse, or individual and dependent, as defined by the State Health Benefits Plan, with no credits or charges to employees for different situations. For example, an employee with single coverage will not receive any compensation because the single premiums are



less than the cost of family coverage.

2. Part-time employees who work twenty-two (22) hours or more per week on an annual average basis shall receive health benefits and prescription plan as described in Section A of this Article for the employee only, meaning Single coverage as defined by the State Health Benefits Plan. If the employee desires dependent health benefits, the additional cost of said coverage shall be the responsibility of the employee and he/she shall pay the difference between the cost of single coverage and the cost of the additional coverage.

3. Employees covered by this Agreement shall be permitted to opt-out of the Township's provided Health Benefits by providing proof of coverage for the employee through a comparable plan separate from the Township's coverage, and in return for opting-out will receive payment equal to the maximum allowed by N.J.S.A. 40A:10-17.1 which is the lesser of twentyfive (25%) percent of the premium saved by the Township or \$5,000. This is a voluntary option. Said employee shall also be given the option each year, at the open enrollment period, to opt-back into the Township's Health Benefits plan, except under exigent circumstances where there is a loss of coverage. If such occurs, the employee will only be entitled to a pro-rata share of savings based on the number of months the opt-out occurred.

D. Notwithstanding anything set forth in Paragraphs A – C above, all employees shall pay that share of the cost of health care coverage described as Chapter 78 Tier IV Contributions and all deductibles, co-pays, and other such participant costs of the plan in which the employee is enrolled. The Tier IV Contributions in Chapter 78 are reproduced here:

**for family coverage or its equivalent -**

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

**for individual coverage or its equivalent -**

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage;

**for member with child or spouse coverage or its equivalent -**

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more shall but less than \$45,000 pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.

an employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage.

**Base salary shall be used to determine what an employee earns for the purposes of this provision.**

## ARTICLE XVIII

### **NON-WORK-RELATED DISABILITY**

1. The State of New Jersey has a Temporary Disability Benefits Law known as the "TDBL" (N.J.S.A. 43:21-25; N.J.A.C. Section 12:18-1.1, et seq.). As a municipal employer, the Township of Lebanon is exempt from the TDBL but agrees to voluntarily participate through a private plan that is cost free to employees. All employees covered under this Contract will receive the minimum benefits described in the TDBL. However, if an employee is injured while performing duties related to employment not compensated through the Township payroll, no benefit from Lebanon Township will be provided whether or not the injury is covered under a separate employer's Worker's Compensation plan.

2. An employee that is covered under this Contract and has been employed by the Township for at least one (1) year will receive supplemental benefits as described in C. below that are above the minimum benefits of the TDBL if injured while not performing his/her employment duties for Lebanon Township or any other employer, such that the employee does not qualify for Worker's Compensation insurance benefits from Lebanon Township or any other employer, whether injured during a work day or not, or due to illness, rendering the employee unable to perform his/her employment duties. Any of the supplemental benefits set-forth in this section which exceed the minimum requirements under the TDBL shall only be available for an employee for the first 26 weeks of benefit period in any 18 month cycle. For example, if an employee has not drawn the supplemental benefits for non-work related disability in the preceding twelve (12) months, the employee may receive the supplemental benefits for 26 consecutive weeks of non-work related disability but would not then be eligible to receive the supplemental benefits for the succeeding twelve (12) months. But if, for example, the employee had only drawn thirteen (13) weeks of supplemental benefits in the preceding fifteen (15) months and requires another non-work related disability leave, the employee would be eligible to draw an additional thirteen (13) weeks of supplemental benefits. An employee must be working in order to accrue credit for supplemental

benefits. In no case will supplemental Non-Work Disability benefits exceed twenty-six (26) weeks for a single injury or illness.

3. The supplemental benefits provided by the Township are:
  - a. At the start of an eligible employee's inability to perform his/her employment duties, the employee must first use 80 hours of accrued sick leave as part of a disability leave. If the employee does not have 80 hours of sick leave available, the employee may authorize the Township Clerk to use his/her earned vacation as sick leave, or request to use unpaid leave for the initial 80 hours of required sick leave. The use of sick leave at the start of a Non-Work Disability leave will require the employee to provide medical certification from a licensed medical professional that a leave is required, with the certificate to state the nature of the injury or illness and length of time the employee is expected to be unable to perform his/her employment duties. If after returning to work for not more than 14 calendar days the employee has a relapse of the same injury or illness during a period of supplemental benefits, the employee will not be required to use sick leave as part of continuing to receive the supplemental benefits. However, if the employee requires another non-work related disability leave after returning to work for 15 or more calendar days, either for the same or a different injury or illness, the employee will be required to use 80 hours of accrued sick leave, or substitute days as described above, in order to receive a new period of supplemental benefits.
  - b. If a Non-Work Related Disability leave is shown to be required, the employee will continue to receive without interruption his/her regular base salary, based on the work schedule for Full-Time employees described in Article VI and based on the annual average weekly hours worked, excluding any overtime, for all other eligible employees, up to a cumulative total of

twenty-six (26) weeks in any eighteen (18) month cycle, as described above. In addition, the Township will continue to provide to the employee health benefits and pension payments and all other benefits, such as accrual of vacation and sick leave, as described in this Contract, subject to the employee's normal deductions for benefits, for a cumulative total of twenty-six (26) weeks in any eighteen month cycle. The employee will make reasonable efforts to provide updates to his/her supervisor not less than every two (2) weeks during disability leave regarding the expected date that the employee will be able to return to work, but the Township will waive this requirement if the circumstances of the Disability make such notice burdensome due to the employee's incapacity.

- c. Before returning to work following any period of disability leave, the employee must provide written certification from a licensed medical professional on a form to be provided by the Township Clerk that the employee has no limitations based on physical condition or prescribed medication that would limit or prevent the employee from performing his/her employment duties. The form to be provided by the Clerk will conform to all privacy statutes with respect to content and procedure.
- d. If an employee requires more than a twenty-six (26) week period of disability leave as described in this Article, either under the TDBL or the supplemental benefits, to recover from an injury or illness, the employee may add any unused sick leave, beyond the 80 hours already used, or vacation time to extend the paid leave.
- e. After all available paid leave has been used, the employee may apply for up to six (6) months unpaid Leave of Absence.
- f. After ten (10) business days from the end date of any cumulative six (6) month disability leave, if the employee has not contacted his/her supervisor

to make arrangements to either return to work or otherwise extend his/her leave or to resign in good standing, the employee shall be recorded as a resignation not in good standing. The employee will not be paid for any such day(s) between the end date of disability leave and the date they actually return to work, but the Township may permit the retroactive use of accrued vacation or other paid leave based on any reason deemed sufficient by the Township Committee.



## ARTICLE XIX

### WORKER'S COMPENSATION

1. If an employee that is covered under this Contract is injured while performing the duties of his/her employment, Lebanon Township will promptly file a claim with its insurance carrier and the employee may qualify for Worker's Compensation benefits as described in this Article. Lebanon Township will enroll all employees in a Worker's Compensation insurance policy with a carrier that is regulated by the State of New Jersey through the New Jersey Compensation Rating and Inspection Bureau (NJCRIB), and such policy will follow all rules and regulations for Worker's Compensation set by the State of New Jersey. To qualify for the benefits described in this article, an employee must cooperate with all the requirements of the Township's insurance carrier and its authorized treatment provider, and the employee must be approved for benefits by the insurance company. If the employee disagrees with any decision of the insurance provider, the employee must follow the Worker's Compensation appeal process with the insurance provider as established by the State of New Jersey.

2. An employee who is injured on the job and is sent home, or to a hospital or a doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift for that day.

3. If an employee is unable to report for his/her next regular shift, the employee will notify his/her supervisor, and the supervisor will coordinate the Township's submission of a Worker's Compensation insurance claim. The employee will continue to receive without interruption his/her regular base salary while the employee is receiving Worker's Compensation benefits, based on the work schedule in Article VI for Full-Time employees and for all other employees based on the annual average weekly hours worked, excluding any overtime. During this period, the employee must turnover all insurance payments to the Township within five (5) days of receipt except in extenuating circumstances. Failure to turnover insurance payments in a timely manner will result in the deduction of the insurance payments from the employee's salary. In addition, the Township will continue to provide to the employee health benefits and pension payments and all other benefits, such as accrual

of vacation and sick days, as described in this Contract, subject to the employee's normal deductions for benefits.

4. After the authorized treatment provider determines that the employee is capable of resuming his/her employment duties and insurance payments are discontinued, if an employee does not believe he/she is able to resume working, the employee may request up to six (6) months of unpaid Leave of Absence. If the authorized treatment provider determines that the employee will not be able to return to the employment of the Township to carry out his/her duties of employment such that the insurance company discontinues Worker's Compensation insurance payments, the employee may independently apply for long-term disability benefits at the discretion of the authorized treatment provider.

5. After ten (10) business days from the end date of any Worker's Compensation leave, if the employee has not contacted his/her supervisor to make arrangements to either return to work or otherwise extend his/her leave, or to resign in good standing, the employee shall be recorded as a resignation not in good standing. The employee will not be paid for any such day(s) between the end date of Worker's Compensation leave and the date they actually return to work, but the Township may permit the retroactive use of accrued vacation or other paid leave based on any reason deemed sufficient by the Township Committee.

## ARTICLE XX

### PERSONNEL FILES

1. An Employee shall have access to his personnel file upon twenty-four (24) hours notice to the Chief of Police. It may be viewed during the Chief's normal working hours. If an Employee disagrees with an item in his personnel file, he may place a rebuttal statement in the file.

2. Files remain in the property of the Department and shall not be removed without the express written consent of the Chief of Police. Originals of documents, or certified true copies, remain the property of the party to whom they were directed, but both the Police Department and the Employee shall have the right to copy each other's originals and retain that copy. Employees may copy anything that is in their files.

3. No documents of anonymous origin shall be included in a personnel file. Only one (1) file shall be maintained for each Employee. The Township shall notify the Employee in writing when any item is placed in his personnel file which could adversely reflect upon the Employee.

4. A copy of each written evaluation of work performance shall be given to the Employee. The Employee shall sign the evaluation form, acknowledging his review of same (not agreement with it) immediately following such review. The Employee shall make any response within thirty (30) calendar days from the date of his signature, which statement shall become part of the evaluation.

## ARTICLE XXI

### EMPLOYEE RIGHTS DURING INVESTIGATIONS

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 member of the Police Force. These questions may require investigations and are to be conducted in a manner which is conducive to good order and discipline; the following rules are hereby adopted:

1. The interrogation of any Employee shall be at a reasonable hour, preferably when the Employee is on duty. If it is required that the Employee report to headquarters on his off-duty hours, he/she shall be compensated on an overtime basis as set forth in this Agreement, unless it is determined that he/she was remiss in his/her duties or found guilty of a preferred charge.

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The information must be sufficient to reasonably apprise the Employee of the nature of the investigation. If the Employee is to be questioned as a witness only, he/she shall be so informed at the initial contact.

3. 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 necessary.

4. The complete interrogation of the Employee shall be recorded mechanically, and copies of tapes shall be provided to the PBA Delegate. "OFF THE RECORD" questions shall be allowed with mutual consent only. All recesses called during the questioning shall be recorded.

The contents of the tapes shall be kept confidential during the course of the investigation and the tapes shall not be destroyed without mutual consent.

5. The Employee shall not be subject to any abusive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. In all cases and at every stage of the proceedings, the Department shall afford an

opportunity for the Employee, if he/she so requests, to consult with counsel and/or his/her PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any action being taken against said Employee.

7. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

**ARTICLE XXII**

**PBA BUSINESS**

1. Accredited representatives of the PBA who are Police Officers may enter Township facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the PBA decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police, or his/her designee, and such permission will not be unreasonably withheld.

2. The dues for membership in the PBA shall be deducted on a biweekly basis from the members' paychecks and shall be paid to the PBA on a quarterly basis by the tenth (10) of the month following the close of each calendar quarter (April 10th, July 10th, October 10th, and January 10th). The Township shall furnish the PBA copies of any and all pertinent records necessary to effectuate the same. The PBA shall notify the Township of the precise amount of the dues on an annual basis.

**ARTICLE XXIII**

**JUST CAUSE PROVISIONS**

No Police Officer shall be discharged, disciplined, suspended or reduced in rank or compensation, without just cause. Any such action asserted by the Committee, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A. Written reprimands shall be subject to advisory arbitration as the terminal step in the grievance procedure. All other forms of discipline, as set forth above, shall be subject to binding arbitration.

## ARTICLE XXIV

### MISCELLANEOUS PROVISIONS

1. Mileage Allowance:
  - a. In the event the Employee is required to use a personal vehicle for any business or activity related to their employment, mileage at the current Federal rate will be used for calculating reimbursement, if Township vehicle not used.
2. Out of Pocket Expenses:
  - a. Upon receiving prior approval by the Chief of Police, or his/her designee, Employees shall be reimbursed for out of pocket expenses such as tolls, parking meals and/or lodging, incurred in connection with the performance of official duties. All expenses associated with travel and lodging must have prior approval from the Township Committee.
3. Physical Examinations:

An annual physical examination shall be conducted for each full-time officer or employee and shall be paid by the Township's Group Health Plan. Each full-time officer or employee shall be obliged to have such an examination conducted by a licensed physician during such individual's month of birth (except for individuals born after October 1 who shall schedule such examination during the first nine months of the year). The physician shall give to the Township Clerk within 30 calendar days of the examination a written report concerning the condition of the employee. All medical records of officers, employees and conditionally offered employees and officers are confidential and are to be maintained by the Township Clerk or designee separate from the employee's official personnel file
4. Military Leave:
  - a. Military leave shall be provided in accordance with the applicable law.
5. Non-Discrimination:
  - a. Neither the Township nor the PBA shall discriminate against any Employee



because of race, creed, religion, color, age, sex or national origin. It is understood and agreed that there are age restrictions established by law for Police Officers.

6. Printing of Agreement:

- a. The PBA shall reproduce this Agreement in sufficient quantity so that every Employee and Township Committee member may be provided with a copy and so that there may be sufficient copies in reserve for any Employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (60) days of the signing of this Agreement.

7. Legal Defense:

- a. The Township recognizes its obligation to provide Employees a legal defense in accordance with N.J.S.A. 40A:14-155.

8. Probationary Period:

- a. The Township recognizes its obligation to comply with all statutes regarding probationary employment. The Township agrees that any new recruit who has not previously completed basic training will be enrolled in the first available class offered by the Police Academy.

9. Management Rights:

- a. The Township retains all customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility and inherent right to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and the Township retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Township shall have no obligation to bargain with the Union with respect to any such subject or the exercise of Township

discretion and decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term thereof, and any subject which was or might have been raised in the course of collective bargaining.

ARTICLE XXV

DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect as of January 1, 2019 through December 31, 2021 notwithstanding the date of execution hereof, and all salaries and benefits as set forth herein.

In the event subsequent negotiations do not result in a successor Agreement by December 31, 2021, terms and conditions of this Agreement shall continue in full force with no wage adjustments until the new Agreement is reached and executed. SIGNED AND AGREED TO ON DECEMBER 18, 2019.

ATTEST:

TOWNSHIP OF LEBANON

  
Karen Sandorse, Township Clerk  
12/18/19

By   
Mike Schmidt, Mayor 12/18/19

HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL  
NO. 386, LEBANON TOWNSHIP UNIT

By 

MICHAEL J. THOMSEN

PBA Local 386 Representative

**SCHEDULE A**

Base Wage

Employees Hired on or after January 1, 2019

	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>
<b>10th Class</b>	<b>\$40,400.80</b>	<b>\$41,208.82</b>	<b>\$42,033.00</b>
<b>9th Class</b>	<b>\$45,254.75</b>	<b>\$46,159.84</b>	<b>\$47,083.04</b>
<b>8th Class</b>	<b>\$50,303.42</b>	<b>\$51,309.49</b>	<b>\$52,335.68</b>
<b>7th Class</b>	<b>\$55,220.22</b>	<b>\$56,324.62</b>	<b>\$57,451.12</b>
<b>6th Class</b>	<b>\$60,954.77</b>	<b>\$62,173.87</b>	<b>\$63,417.34</b>
<b>5th Class</b>	<b>\$68,158.84</b>	<b>\$69,522.01</b>	<b>\$70,912.45</b>
<b>4th Class</b>	<b>\$77,215.29</b>	<b>\$78,759.59</b>	<b>\$80,334.78</b>
<b>3rd Class</b>	<b>\$85,351.29</b>	<b>\$87,058.32</b>	<b>\$88,799.49</b>
<b>2nd Class</b>	<b>\$93,484.43</b>	<b>\$95,354.12</b>	<b>\$97,261.20</b>
<b>1st Class</b>	<b>\$101,616.04</b>	<b>\$103,648.36</b>	<b>\$105,721.33</b>
<b>Sergeant</b>	<b>\$110,469.71</b>	<b>\$112,679.11</b>	<b>\$114,932.69</b>

1. Effective on the date of ratification, all employees covered by this Agreement shall receive a salary increase in the amount of two percent (2.00%) retroactive back to January 1, 2019. Effective January 1, 2020, all employees covered by this Agreement shall receive a salary increase in the amount of two percent (2.00%). Effective January 1, 2021, all employees covered by this Agreement shall receive a salary increase in the amount of two percent (2.00%).

2. Any employee hired during the life of this Agreement shall receive salary increases after the date of hire on the effective dates noted above. Any former employee who was employed prior to the signing of this Agreement shall not receive any pro rata adjustment in his/her former salary.

# Appendix - A

## STATEWIDE INSURANCE FUND

Herein referred to as the Fund

### LAW ENFORCEMENT LIABILITY MEMORANDUM OF COVERAGE FORM OCCURRENCE COVERAGE

#### Declarations

**NAMED MEMBER AND ADDRESS:** Members of the Statewide Insurance Fund  
stated in Endorsement SLE: 003.

Coverage Period: January 1, 2019 to January 1, 2020  
12:01am

**MEMORANDUM OF COVERAGE NUMBER:** SIF2019 - (Each member's zip code)

Law Enforcement Liability Per Person Limit:	\$10,000,000
Law Enforcement Liability Per Wrongful Act	\$10,000,000
Limit:	\$10,000,000
Law Enforcement Liability Per Member Annual	
Aggregate:	

Various provisions in this memorandum of coverage (MOC) restrict coverage. Please read the entire memorandum of coverage carefully to determine rights, duties and what is and what is not covered.

Throughout this memorandum of coverage the words you and your refer to the Named Member listed on Endorsement SLE 003 and any other person or organization qualifying as a member under this MOC. The words we, us and our, refer to the Fund.

Within this MOC the word member means any person or organization qualifying as such under SECTION III - LAW ENFORCEMENT LIABILITY - WHO IS A MEMBER.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - LAW ENFORCEMENT LIABILITY - DEFINITIONS .

#### TABLE OF CONTENTS

Coverages .....	1-2
Exclusions .....	2-3
Who is a <u>Member</u> .....	3
Limits of Liability .....	3-4
Conditions .....	4
Settlement.....	4
Member Duties in the Event of a Law Enforcement Wrongful Act, Claim, or Suit.....	4
Other coverage.....	4
Sovereign immunity .....	5

Definitions

5-6  
Version (01/19)

#### SECTION I - COVERAGES

SLE: 001

# EVANSTON INSURANCE COMPANY

## STATEWIDE INSURANCE FUND CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: 14

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING MASTER POLICY# **MPEIEV0061-15-04**

Certificate Holder's (insured's) Name and Mailing Address (No., Street, Town or City, County, State, Zip Code)

**Township of Lebanon (Hunterdon County)**

530 West Hill Road

Glen Gardner, NJ 08826-9752

Certificate Holder's (insured's) Effective Date of Coverage: 1-1-19 at 12:01 a.m. Standard 1ime at your mailing address shown above.

---

### COMMERCIAL EXCESS LIABILITY POLICY

#### LIMITS OF INSURANCE

---

<b>A.</b> Each Occurrence Limit- all lines except Police Professional Liability	\$15,000,000
<b>B.</b> Aggregate Limit - all lines except Police Professional Liability	\$15,000,000
<b>C.</b> Each Occurrence Limit- Police Professional Liability	\$6,000,000
<b>D.</b> Aggregate Limit - Police Professional Liability	\$6,000,000

---

#### PLAN ADMINISTERED BY:

---

Public Risk Underwriters of NJ, Inc.

One Sylvan Way

Parsippany, NJ 07054

---

**This Certificate of Insurance is to provide evidence of insurance and does not amend, expand or alter any terms and conditions of the Policy.**

### SCHEDULE OF UNDERLYING INSURANCE

Controlling Underlying Insurance Policy	Underlying Limits Of Liability
<b>Employers Liability Policy</b> <b>Policy No:</b> WC19-08826 <b>Company:</b> Statewide Insurance Fund <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$2,000,000 Employer's Liability Each Accident Limit \$2,000,000 Disease- Each Employee Limit \$2,000,000 Disease- Each Policy Limit
<b>Commercial General Liability Policy</b> X - Occurrence <input type="checkbox"/> Claims-Made <b>Policy No:</b> SIF2019-08826 <b>Company:</b> Statewide Insurance Fund <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$ General Aggregate Limit \$ Products-Completed Operations Limit \$10,000,000 Each Occurrence Limit \$ Personal And Advertising Injury - Each Person Or Organization Limit
<b>Automobile Liability Policy</b> <b>Policy No:</b> SIF2019-08826 <b>Company:</b> Statewide Insurance Fund <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$10,000,000 Bodily Injury And Property Damage Combined - Each Accident
<b>Police Professional Liability Policy</b> X-Occurrence <input type="checkbox"/> Claims-Made <b>Policy No:</b> SIF2019-08826 <b>Company:</b> Statewide Insurance Fund <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$10,000,000 Each Occurrence Limit
<b>Public Officials &amp; Employment Practices Liability Policy</b> <b>Occurrence X-Claims-Made Policy</b> <b>No:</b> G25606796 <b>Company:</b> Ace American <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$1,000,000 Aggregate Limit \$1,000,000 Per Claim Limit
<b>Employee Benefits Liability Policy</b> <b>Policy No:</b> SIF2019-08826 <b>Company:</b> Statewide Insurance Fund <b>Policy Period: From:</b> 01/01/2019 <b>To:</b> 01/01/2020	\$ Aggregate Limit \$10,000,000 Per Claim Limit

Signed \_\_\_\_\_

By : \_\_\_\_\_

Date

Authorized Representative