

**AGREEMENT BETWEEN
TOWNSHIP OF LITTLE EGG HARBOR**

AND

**PBA LOCAL 295, SUPERIOR OFFICERS
ASSOCIATION (SOA)**

JANUARY 1, 2001 to DECEMBER 31, 2003

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ARTICLE I

ASSOCIATION RECOGNITION

1. Employer hereby recognizes Local PBA 295 as the sole and exclusive representative of all sworn officers with the ranks of Lieutenant and Captain for the purpose of bargaining with respect to rates of pay, wages, hours of work and other negotiable working conditions.
2. The collective negotiations unit does not include conditionally appointed employees [N.J.A.C. 4A:4-1.4]; provisionally appointed employees who do not have underlying permanent status [N.J.A.C. 4A:4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on an emergency basis [N.J.A.C. 4A:4-1.8]; and employees subject to temporary transfers [N.J.A.C. 4A:4-7.1(d)] or emergency transfers [N.J.A.C. 4A:4-7.1(e)].
3. Union acknowledges that Employer is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to the rules and regulations of DOP.
4. The word "member" when mentioned throughout this Agreement shall mean any PBA member of the Little Egg Harbor Township Police Department who is covered by this Agreement.

ARTICLE II
LEGAL REFERENCE

If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provisions and applications shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE III

ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. Employer agrees to grant the necessary time off without discrimination to no more than three (3) employees designated by Title 40A to attend annual state mini-conventions and the annual state convention provided sixty (60) calendar days written notice has been given to the Chief of Police, and no more than two (2) employees to serve in any capacity on other official PBA business provided forty-eight (48) hour written notice is given to the Chief of Police by the PBA president or his designee.
- “PBA Business” for purposes of the above section is defined to include PBA matters which directly relate to specific matters under discussion, review, or negotiation between the PBA and Township for which leave time is not otherwise provided for in this article and which generally must be attended to by PBA representatives during regular business hours. In addition, “PBA Business” also includes Ocean County conferences and such other PBA matters as approved by the Chief of Police.
- B. During negotiations the Association representatives so authorized by the Association, not to exceed two (2) members, shall be excused from normal duties for such periods of negotiations as are required and necessary except when minimum manning requirements cannot be met or overtime would be incurred by the Township.
- C. A bulletin board will be provided by Employer in an area frequently used by members of the PBA. The bulletin board is for the exclusive use of the PBA for the posting of official notices, which must be signed by an officer of the PBA. Any other materials posted on the bulletin board may be removed by the Chief of Police. The location of the bulletin board shall be mutually agreed upon by the Chief of Police and the PBA president.
- D. Members of the Department who are on duty shall be allowed to attend any PBA meeting of the Department held within the boundaries of Tuckerton Borough and Little Egg Harbor Township when such meetings are called by the PBA representative, subject to the approval of the Chief of Police. Time limits for officers who are on duty and who attend PBA meetings during their shift or assignment are: one (1) hour for regular members subject to patrol requirements

and ninety (90) minutes for executive board members subject to patrol requirements.

- E. An individual designated by the PBA as Grievance Chairperson shall be permitted time off with no loss in pay when such time is necessary to process a grievance during his/her tour of duty. Under no circumstances shall such activity result in the earning of compensatory time or overtime. All such time must be approved by the Chief of Police or his/her designee in advance.

- F. The parties agree and acknowledge that the number of employees mentioned in subparagraph "A" above of this Article refer to the total number of police officer representatives derived from either or both of the two collective bargaining negotiation units of the PBA (*i.e.*, Patrolman/Sergeants and the SOA).

ARTICLE IV

UNPAID LEAVES OF ABSENCE

A. Unpaid leaves of absence may be granted upon such terms and conditions as shall be approved by the Township Committee. During an approved unpaid leave of absence of more than thirty (30) calendar days no member shall continue to accrue seniority; wage and longevity increments; sick, vacation, personal or other paid leave time; or other benefits or allowances provided for in this agreement.

B. The Township Committee shall approve military leaves of absence in accordance with the requirements of state and federal law. The terms and conditions of said leave shall not be inconsistent with applicable state and federal law.

ARTICLE V

HOLIDAYS

A. The following days are designated as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	President's Day
Good Friday	Easter Sunday
Memorial Day	Primary Election Day
Fourth of July	Labor Day
Columbus Day	General Election Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

B. Members of the rank of Lieutenant and Captain will not be required to work on designated holidays unless demands of the Police Department, as determined by the Chief of Police, require otherwise. Whenever a Lieutenant or Captain does not work on a day designated as a paid holiday, s/he shall receive straight time pay for the day off.

C. Should a Lieutenant be scheduled to work a full tour of duty on a calendar day designated as a holiday because of the demands of the Police Department, s/he will receive one and one-half (1^{1/2}) times his/her rate of pay or compensatory time.

D. Should a Lieutenant be called in by the Chief of Police to work on a holiday, s/he shall receive compensation (inclusive of compensatory time at the discretion of the Lieutenant), at the rate of two times the Lieutenant's rate of pay for a minimum of three hours.

E. Should a Captain be scheduled to work on a holiday or be called in by the Chief of Police to work on a holiday, the unused holiday time shall convert to personal leave time and the Captain shall be entitled to use the converted leave time in accordance with the personal leave time provisions of this collective bargaining agreement.

F. Should a holiday fall on a Saturday members shall take the holiday on the preceding Friday. Should a holiday fall on a Sunday members shall take the holiday on Monday.

ARTICLE VI

TEMPORARY PAID LEAVES OF ABSENCE

A. Members shall be granted time off without deduction from pay or accumulated leave time for the following requests:

1. Bereavement Leave. For death in the immediate family, a maximum of five (5) calendar days from the date of death. These calendar days include any days the employee is scheduled not to work. Up to two (2) additional calendar days may be granted at the discretion of the Chief of Police if needed for travel.

2. Serious Illness. In the event an immediate family member of an employee who is residing in the home of the employee, or in whose home the employee is residing, is hospitalized or confined to bed due to an extremely serious illness or injury, a member hired on or before January 1, 2001, shall be permitted to take a leave of absence for up to three (3) calendar days for the purpose of attending to the family member. These calendar days include any days the employee is scheduled not to work. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate reasons of a similar nature. Additionally, the Chief may approve serious illness leave that exceeds three (3) calendar days on a case-by-case basis. Members who were initially hired on or after January 1, 2001, shall not be entitled to serious illness leave but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A:6-1.3(g)(3).

3. Birth of a Child. A leave for a period up to five (5) calendar days shall be granted to a member for the purpose of the attendance at the birth of the member's child. Three (3) calendar days shall be granted

without deduction from pay and the two (2) additional calendar days shall be without pay. Nothing contained herein shall limit any employee's rights under the Family Leave Act.

4. For purposes of bereavement leave, the term "immediate family" shall be defined as and consist of: spouse, child, stepchild, mother, father, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, aunt, uncle, niece and nephew.

5. A member exercising bereavement leave, serious illness leave, or leave for birth of the member's child shall not be employed elsewhere for any reason during such leave.

B. Personal Leave. In addition to the temporary paid leaves of absence identified above, each member shall be entitled to five (5) days personal leave per annum, non-cumulative. No reason need be given other than that said personal leave time is being exercised under this article. Except in cases of emergency, the employee shall give three (3) calendar days advance notice of his/her intent to exercise personal leave time.

C. Military Leave. Members who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

D. Work Related Injury or Disability. An employee covered by this Agreement who suffers a work connected injury or disability which is accepted as a covered injury or disability by the Township's workers compensation insurer and prevents the employee from performing his/her duties shall be entitled to a leave of absence at full pay for the period s/he is unable to perform his/her duties to a maximum of twelve (12) months. During this period of time all temporary disability payments received by the employee under the provision of the Worker's Compensation Act shall be paid over to the Township.

E. Convalescent Time. This time is established for officers who have sustained a non-permanent injury, either on duty or off duty, and have recovered sufficiently to resume some type of light duty activities, but are unable to resume their full police duties.

1. A request for convalescent time may be initiated by the Township, the injured officer, or the Policeman's Benevolent Association on behalf of the injured officer. Each instance of possible convalescent duty will be evaluated by the Chief of Police after notice to and consultation with the PBA. The PBA shall designate an individual or committee with whom the Chief is to consult for this purpose.

2. The convalescent duties will limit the exposure of the effected officer to the general public. Such duties will be restricted to police related office-type duties, follow-up investigations by telephone and other general duties that do not interfere with the officer's recovery. The length of time during which the officer will perform convalescent duties will be determined by the Chief of Police and the Township Administrator, giving consideration to the opinion of

the treating physician, after consultation with the PBA as set forth above, and will be only for such time as is needed for a reasonable recovery.

3. In cases where the nature of the officer's injury and/or recovery is such that, in the opinion of the Chief of Police and the Township Administrator, having given consideration to the opinion of the treating physician and consulted with the PBA, the officer is able to perform convalescent duties, the officer may be granted convalescent duty. If it is determined that the officer is unable to perform convalescent duties, then convalescent duty shall be denied and the officer shall return to the appropriate leave consistent with the existing contract and whether the officer's injuries were sustained on duty or off duty.

4. Any officer injured either on duty or off duty shall notify his/her physician of the Department's policy on convalescent duty. In no case will convalescent duty be assigned if it is not deemed appropriate by the officer's treating physician. The determination of the Chief of Police and the Township Administrator shall be consistent with the opinion of the officer's treating physician as to his/her ability to perform such duties.

F. Elective Surgery. Any officer who is considering elective surgery based either on a personal or medical reason shall notify the Chief of Police prior to scheduling the surgery so that it may be scheduled during a time period that causes the least amount of scheduling conflicts. However, the Chief shall not require the officer to refrain from having said elective surgery for more than two (2) months.

G. Bereavement leave, leave for birth of a child, personal leave, leave for work related injury or disability (except such leave rights as may be provided for in the Workers Compensation Act), and convalescent time shall not apply to permanent, part-time employees. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

ARTICLE VII

VACATIONS

A. Eligibility

1. Members who were initially hired on and after January 1, 2001, shall be entitled to the following annual paid vacation leave:

Eligibility	Leave
From the beginning of the first full calendar year of employment to the end of the first full calendar year of employment	12 days
From the beginning of the second full calendar year of employment to the end of the second full calendar year of employment	14 days
From the beginning of the third full calendar year of employment to the end of the third full calendar year of employment	18 days
From the beginning of the fourth full calendar year of employment to the end of the ninth full calendar year of employment	20 days
From the beginning of the tenth full calendar year of employment to the end of the fourteenth full calendar year of employment	25 days
From the beginning of the fifteenth full calendar year of employment and thereafter	30 days

2. Members who were initially hired prior to January 1, 2001, shall be entitled to the following annual paid vacation leave:

Eligibility	Leave
In 1 st full year of employment	12 days
In 2 nd full year of employment	12 days
In 3 rd full year of employment	14 days
In 4 th full year of employment	18 days
In 5 th to 9 th years of employment	20 days
In 10 th to 14 th years of employment	25 days
In 15 th and above years of employment	30 days

3. Permanent, part-time employees shall be entitled to a proportionate amount of paid vacation leave. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

B. Choice of vacation time

1. Fifteen (15) calendar days notice shall be given for a vacation leave request if six (6) calendar days or more leave days are requested. A notice of seven (7) calendar days shall be given for a vacation leave request that is less than six (6) calendar days. The date of the request shall count as the first day of the notice requirement. Under appropriate circumstances the required notice periods may be waived by the Chief of Police. However, in all cases, vacation leave requests shall be answered by the Chief of Police within five (5) working days. If the demands of the Department are such that it is necessary to limit the number of employees on vacation at the same time, the

employee with the greatest seniority shall be given his/her choice of vacation period in the event of any conflict of vacation periods with fellow employees. Vacation times to start January 1 to December 31 of any given year. Employees shall have the right to make adjustments to their vacation period in the event of employer ordered schedule changes. All vacation time is scheduled subject to the needs of the Department.

2. An officer with prior work experience as a permanent employee of Little Egg Harbor Township shall receive credit for such experience in the calculation of vacation leave entitlement in subparagraph "A" above. Seniority for approval of vacation leave in subparagraph "B" shall be calculated from date of appointment to the Police Department providing there is no self-imposed break in service.

C. An employee may request to receive his or her paycheck for the dates of the vacation leave on the pay date that immediately precedes the scheduled vacation.

D. Should an employee be laid off, retire, or otherwise separate in good standing from employment with the Township, s/he shall be compensated for unused earned vacation leave time at the employee's then current rate of pay. Upon the death of a covered employee, unused earned vacation leave shall be paid to the estate of the deceased employee. Vacation leave is considered earned on a pro-rated, monthly basis even though the leave time may be credited in full at the beginning of the calendar year (January 1st).

E. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year

F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave or voluntary furlough).

G. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave.

H. A covered employee may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned vacation leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy employee may be reimbursed for not more than one year (*e.g.*, 12 days) of unused earned vacation leave time in the discretion of the Employer.

I. Should an employee be separated for any reason from employment with the Township without having earned any used vacation leave, s/he shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.

J. An accumulation of up to one (1) year unused vacation leave time (*e.g.*, 25 days) time may be carried from the year earned to the next year. Thereafter, prior year's unused vacation leave time is forfeited (*i.e.*, "use it or lose it").

K. Employees shall not be recalled from their vacation except in cases of emergency as determined by the Chief of Police. Lieutenants recalled from vacation shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times for all hours worked (which shall be a minimum of eight (8) hours) plus either pay for the

vacation or a rescheduled vacation leave at the discretion of the employee. Scheduled days off that are connected to any approved vacation leave shall also be considered part of the officer's vacation for the purpose of recall to duty, and shall be paid for such recall as vacation leave. For the purpose of scheduling days off prior, during and subsequent to scheduled leave days members shall not be subject to recall except in emergencies.

L. Captains recalled from vacation shall be liberally permitted to reschedule the unused portion of their vacation leave time and any other leave time that is used in connection with the approved vacation.

ARTICLE VIII

SICK LEAVE

- A. Sick leave shall be defined as the absence of an employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease.
- B. Employees shall be entitled to the following annual paid sick leave benefits: At the commencement of each calendar year in anticipation of continued employment, Employees shall receive 15 working days.
- C. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid sick leave. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.
- D. A covered employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(f).
- E. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year.
- F. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a furlough extension leave or voluntary furlough).

G. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave.

H. Should an employee be separated for any reason from employment with the Township without having earned any used sick leave, s/he shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

I. A covered employee may annually request that Employer reimburse employee at a straight time rate of pay for unused earned sick leave time. Employer will consider said requests in accordance with an established policy as set forth in the Employee Guide to Policies and Procedures. Under said policy employee may be reimbursed for not more than one year (e.g., 15 days) of unused earned sick leave time in the discretion of the Employer.

J. An employee may convert up to ten (10) sick leave days annually into not more than ten (10) vacation days in accordance with the following conditions:

1. The request may be approved or disapproved in the discretion of the Chief of Police.
2. The employee shall utilize the sick days that have been converted into vacation days and shall not carry the converted vacation leave time into the next calendar year, nor shall employee be compensated for said unused converted time.
3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
4. Approval for the conversion shall not be granted unless the employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for conversion.
5. The conversion shall not be granted unless employee first uses all of his or her banked prior year's vacation leave time.

K. Conditions for use of sick leave time:

1. A certificate of a reputable physician in attendance may be required as proof of illness of the member or needs of his/her immediate family.
2. The Chief of Police or the Township Administrator may require the member to be examined by a physician chosen by and paid for by Employer and located in the Little Egg Harbor Township/Tuckerton area. This geographic location shall not apply when the Township is seeking to have the officer examined by a specialist.
3. Any employee who does not give notice of his/her non-occupational illness or disability one hour before the beginning of his/her shift, except in the case of a bona fide medical emergency, shall not be entitled to these sick leave benefits, and shall be absent without cause. Notice shall be made to the immediate supervisor on duty, if available, or if unavailable, to the dispatcher's desk. Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.
4. Should an employee be absent in an unauthorized manner, employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition and violating any provisions concerning the reporting of sickness or illness.
5. Any employee using paid sick leave, except paid sick leave being used for the care of an immediate family member as family leave or serious illness leave, shall be confined to his or her designated domicile during the employee's scheduled shift, excepting periods of

hospitalization and examinations or attendance at a doctor's office, medical facility, or drug store for purposes of obtaining medications.

6. Sick leave time utilized by an employee shall not be considered work time for purposes of calculating overtime.

L. Supplemental Compensation on Retirement ("SCOR"):

1. Upon separation from employment, Employer shall compensate employee for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey.

a. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for SCOR. An employee who retires in lieu of removal shall not be eligible for SCOR unless otherwise agreed to by the employee and Employer in accordance with a duly approved disciplinary settlement agreement.

b. Employees who retire as the result of accidental or ordinary disability shall be eligible for SCOR.

c. Employees who elect deferred retirement, or whose separation from employment is not based on retirement, shall not be eligible for SCOR.

d. In the case of an employee who dies prior to retirement, the estate of the deceased employee shall be eligible to receive the SCOR payment as if the employee had retired regularly. Payment in such a case shall be made to the employee's estate within sixty (60) days from the date Employer receives notice of the employee's death. In such cases the SCOR payment shall be computed at the rate of 100% the deceased employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation

received during the last full year of active employment prior to the employee's death.

2. SCOR shall be computed for all employees hired on or after January 1, 1999, at the rate of one-half the employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of employment.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

c. The maximum amount of SCOR for any employee hired on or after January 1, 1999, shall be \$18,000.00. Therefore, members acknowledge that as those newly hired police officers progress through the ranks any such police officer who becomes a member of this collective negotiations unit will continue to be subject to the cap.

3. SCOR shall be computed for all employees hired prior to January 1, 1999, at the rate of three quarters (75%) the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement.

a. Overtime pay and other supplemental pay shall be excluded from the computation.

b. Periods of leaves of absence without pay shall be excluded from the computation.

4. In the event of an employee's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the employee's estate within sixty (60) days from the date of retirement. Otherwise, Employer shall make payment of SCOR within a reasonable period of time but not more than sixty (60) days from the date of retirement unless budgetary concerns prevent the Municipal Treasurer/CMFO from executing a certification of available funds in which case the SCOR payment shall be made no later than November 30th.

5. Payment of SCOR shall in no way affect any pension or retirement benefits for which a retired employee is eligible.

6. In the event the State Legislature and Governor of the State of New Jersey enact a mandatory municipal SCOR payment cap law that does not grandfather (i.e., exclude) members hired prior to January 1, 1999, said members shall be entitled to exercise the balance of their unused accumulated sick leave time as terminal leave.

M. Terminal Leave

1. An employee who has 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of either 20 years or 25 years with Employer at the time of retirement may choose to exercise terminal leave in accordance with this section.

2. Upon certification by Employer of the number of days of earned and unused accumulated sick leave, an employee who is eligible in accordance with the preceding paragraph and has a minimum period of service of 20

years with Employer, may choose to use not more than thirty (30) days of earned and unused accumulated sick leave time as terminal leave. An employee who is eligible in accordance with the preceding paragraph and has a minimum period of service of 25 years with Employer, may choose to use not more than forty-five (45) days of earned and unused accumulated sick leave time as terminal leave. Coordination of terminal leave and SCOR shall be processed by Employer in the following manner:

Step 1. Certify number of days of earned, unused accumulated sick leave time.

Step 2. Deduct number of days (not to exceed maximum) of terminal leave.

Step 3. Calculate SCOR payment based upon balance of sick leave days.

Example: Employee with 25 years of service credit in PFRS and 22 years of service with Little Egg Harbor Township.

Step 1: 100 days

Step 2: 30 days terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on 70 days (using calculation appropriate to the applicable hire date (*i.e.*, on or after January 1, 1999 or prior to January 1, 1999))

3. It is understood and agreed by the parties that "service credit" for purposes of terminal leave shall include any and all creditable service approved by the Division of Pensions as part of an "early-out" retirement program duly adopted by Employer.

ARTICLE IX
COURT TIME

- A. If a member of the rank of Lieutenant is required to appear in court or before any other agency, in the performance of his/her duties as a police officer, said officer shall be paid at the regular rate of pay while appearing during his/her regular shift hours. At other times, s/he shall be paid in accordance with the following rates of pay:
1. Municipal court and other court appearances: one and one-half (1½) times pay, a minimum of three (3) hours per appearance, for non-shift time.
 2. Should the officer be called in on his/her regular day off, s/he shall be paid one and one-half (1½) times pay for a minimum of four (4) hours.
 3. Employees shall not be eligible for supplementary pay under this Article if the employee or the PBA is a plaintiff against the Township in the matter for which the employee is required to appear.
- B. The above is to include travel, not to exceed one (1) hour in total, to and from the member's residence to the Little Egg Harbor Township Police Department required for such appearance.
- C. The off-duty officer shall remain in court only for the time needed and shall be assigned no other duties.

C. The minimum hours noted above in subparagraphs A(1) and A(2) of this Article shall not apply to permanent, part-time employees. However, the employee shall be paid at one and one-half (1^{1/2}) times the employee's regular rate of pay for non-shift work for actual time worked under the circumstances covered by this Article. For purposes of this Article, a "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

ARTICLE X
WORK WEEK & OVERTIME

A. The parties agree and acknowledge that members of the rank of Captain shall be salaried employees and exempt from overtime (inclusive of compensatory time). Members of the rank of Captain agree and acknowledge that their job duties may require them to work more than the regular forty (40) hour workweek. In accordance with the FLSA, members of the rank of Captain shall not be required to work a minimum number of hours per week, per month or per year. However, said Employees are required to complete assignments and otherwise fulfill their duties as specified in state statutes, job descriptions, policies and procedures, and directives. This means, and said Employees acknowledge and agree, that said Employees may at times be called upon to work more than a 40-hour work week. Should any said Employee be absent from the office four (4) or more hours in a workday, the Employee shall utilize his or her available leave time as appropriate to the circumstances (e.g., sick leave when the absence is related to illness) for the day.

The following provisions apply only to members of the rank of Lieutenant except where a specific reference is made to the rank of Captain:

B. If a Lieutenant is requested and accepts to work more than his or her eighty (80) hour pay period, s/he shall be entitled to overtime at the rate of one and one-half (1-1/2) times his or her regular pay; however, time recorded as approved sick leave during the pay period shall not be included in determining the eighty (80) hour pay period, except if the overtime is ordered by the Chief of Police or his designee.

C. In calculating overtime for Lieutenants, all overtime shall be counted as of the next quarter ($\frac{1}{4}$) of an hour.

D. If a full-time Lieutenant is called to duty on his/her day off, s/he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at one and one-half ($1\frac{1}{2}$) times his/her rate of pay.

E. If a full-time Lieutenant is recalled to duty, s/he shall receive a minimum of two (2) hours at one and one-half ($1\frac{1}{2}$) times his/her regular rate of pay, unless the recall is immediately prior to or following a regular tour of duty, in which case, the employee shall only be paid for the actual time worked.

F. Overtime opportunities shall be distributed among Lieutenants equally on a rotating basis according to seniority, when possible. The names of officers offered overtime opportunities during the prior month shall be posted, including the names of those officers who refused overtime opportunities during that period.

G. No officer shall be required to report for duty more than ten (10) minutes before the start of his/her shift; however, all officers shall be in their designated uniforms and prepared for duty at the start of the shift.

H. Full-time Lieutenants shall be entitled to a one (1) hour meal period during each eight (8) hour shift and two (2) fifteen (15) minute rest periods during each eight (8) hour shift, except in cases of emergency. Each officer who is required to work a four (4) hour overtime period, shall be entitled to a twenty (20) minute meal break and a fifteen (15) minute rest period during the overtime period, which may be combined at the discretion of the officer, subject to manpower needs.

I. In lieu of cash payment, Lieutenants may choose to take accrued overtime in the form of compensatory time off. Such compensatory time shall also be computed at the rate of time and one-half. Compensatory leave time shall be used at mutually agreed times subject to the manpower needs of the Department. Covered employees hired prior to January 1, 1998, shall be allowed to accumulate no more than four hundred and eighty (480) hours of compensatory time. Thereafter, overtime shall be paid to the covered employee in cash. Any covered employee hired on or after January 1, 1998, shall be permitted to accumulate no more than two hundred and forty (240) hours of compensatory time. Thereafter, overtime shall be paid to the covered employee in cash.

J. Lieutenants and Captains shall be entitled to a five dollar (\$5.00) per day payment for each day of any on-call type of subpoena. In the event an officer is working during the on-call period, the officer shall not be entitled to this supplemental pay unless the on-call period commences less than three (3) hours before the end of the officer's shift and ends after the officer's shift.

K. Meal Allowance:

(1) After twelve (12) hours of continuous work, Lieutenants and Captains shall receive twelve (\$12.00) dollars as a meal allowance.

(2) A twelve (\$12.00) dollar per day meal allowance will be paid for one (1) meal while the member attends department scheduled schools or court in the states of New Jersey, New York, Pennsylvania and Delaware, or while the member is assigned to other duties outside of Little Egg Harbor Township (excluding assignments with the Ocean County Narcotics Strike Force, in Tuckerton Borough, in Little Egg Harbor Township, in Eagleswood Township or in Bass River Township).

(3) When attending schools and conferences in states other than New Jersey, New York, Pennsylvania and Delaware, Lieutenants and Captains shall be entitled to reimbursement for meals up to \$50.00 per day provided that the employee submits receipts for meals upon return to normal duty.

L. For purposes of this Article, a “full-time” employee is defined to mean an employee who regularly works 35 or more paid hours per week. A “part-time” employee is defined to mean an employee who regularly works less than 35 paid hours per week.

ARTICLE XI
TOURS OF DUTY

Tours of duty for Lieutenants and Captains shall be established by the Chief of Police. Whenever tours of duty are established, changed or modified in any manner, the Chief of Police shall give seniority proper consideration.

ARTICLE XII
PATROL VEHICLES

- A. The Township agrees to maintain all vehicles in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order and in compliance with Title 39 of the New Jersey Statutes.

- B. The Township shall provide for the washing and cleansing of police vehicles on a periodic basis so as to maintain the vehicles in a presentable condition.

- C. Members shall immediately report all perceptible unsafe conditions and discrepancies related to police vehicles to a supervisor and/or the Chief of Police who shall thereafter arrange for an inspection of the vehicle by the senior municipal mechanic. In the event that the reported unsafe condition or discrepancy cannot be confirmed and corrected by the senior municipal mechanic the vehicle shall be inspected by an ASE certified mechanic upon the request of the police officer.

- D. The Township shall provide an approved glass partition to separate the driver and front seat passenger from the rear passenger(s) in all newly purchased marked patrol vehicles.

- E. No member will be sent home or have his or her schedule changed because of a shortage, or lack of, safely operable patrol vehicles.

- F. All vehicles used by covered employees shall be outfitted with snow tires when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.

G. All police vehicles shall be inspected at approximately eighty thousand (80,000) miles and approximately every twenty thousand (20,000) miles thereafter. These inspections shall occur within two (2) weeks of reaching the aforesaid inspection thresholds by an ASE certified mechanic. The Department shall maintain a written record verifying these inspections and shall provide a copy of said inspection documents to the PBA president upon request.

H. Employer will provide Lieutenants (only if vehicles are available) and Captains a marked or unmarked police vehicle to be used by said members within a thirty (30) mile radius ("as the crow flies") of the Little Egg Harbor Township Police Department, at all times. The member is required to be attentive to the police radio at all times while occupying the police radio and shall take appropriate action when required. Any member who is assigned such a police vehicle shall obtain approval from the Chief of Police in order to carry or transport non-municipal employees/persons.

ARTICLE XIII
CLOTHING ALLOWANCE

- A. The parties agree that it is in the best interest of the parties that every officer presents a proper image to the general public.
- B. The Township shall provide for the issuance of uniforms/ civilian clothes, based upon assignment, in the total annual value of one thousand dollars (\$1,000.00) in 2001 and one thousand seventy-five dollars (\$1,075.00) in 2002 and 2003. The clothing will be selected by the individual member according to existing police department standards. All clothing so purchased will remain the property of the Township until such time as it is no longer useable.
- C. The quality of the uniforms provided by the Township shall be the same or better as described in the bid specifications issued by the Township each year.
- D. The Township shall provide for the cleaning of the clothing worn in the line of duty. Members shall not have to transport clothing outside the Township limits.
- E. All other items, not specifically mentioned above, that the Township currently furnishes to officers will continue to be supplied by the Township (e.g., holsters, vests, weapons, badges, etc.). Additionally, upon retirement the member shall be entitled to one retired police officer badge and identification.
- F. Uniforms and personal effects damaged in the line of duty shall be replaced by the Township after an inspection and certification.

G. A bulletproof vest of recognized quality will be provided to all members and replaced according to the manufacturer warranties and suggestions. Members assigned to the detective division will also be provided a raid jacket with bulletproof material incorporated into the jacket.

H. Issuance of uniforms to permanent, part-time employees will be based upon the number of hours regularly worked by the employee. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

ARTICLE XIV
RATES OF PAY & LONGEVITY

- A. The salaries and rates of pay to be paid covered employees during the term of this agreement shall be in accordance with "Schedule A". These salaries and rates of pay include cost of living adjustments of 3.9% in 2001, 3.9% in 2002 and 3.9% in 2003, effective January 1st of each year.
- B. Longevity payments will be made each year to covered full-time employees in accordance with the following schedule:

1. Longevity will be considered as part of the total base pay for payroll purposes and will be paid on a biweekly basis with regular pay.
2. The longevity rates are as follows:

YEARS OF SERVICE	PERCENTAGE OF SALARY
Beginning of fifth (5 th) year of service	Two percent (2%) of regular pay
Beginning of eighth (8 th) year of service	Four percent (4%) of regular pay
Beginning of eleventh (11 th) year of service	Six percent (6%) of regular pay
Beginning of fourteenth (14 th) year of service	Eight percent (8%) of regular pay
Beginning of seventeenth (17 th) year of service	Ten percent (10%) of regular pay

3. Longevity shall be based on the anniversary date of hire for all employees hired between July 1 and December 31 of any year prior to 1989.

4. Effective July 1, 1989, the date of hire shall be the anniversary date for purposes of salary guide movement and calculation of longevity.

C. Officers with prior work experience in the Township shall receive credit for such experience in the calculation of longevity entitlement in accordance with subparagraph B above.

ARTICLE XV
HEALTH AND WELFARE

Employer will provide health insurance coverage to full-time covered employees in accordance with the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this Article to an employee, employee's spouse and employee's eligible dependents. Effective on or about March 1, 2002, medical and hospitalization coverage shall be provided by Employer solely through a PPO (Preferred Provider Organization) plan. However, an employee who is entitled to PPO coverage may opt for a Traditional indemnity plan, if a Traditional plan is in fact offered by the Township's insurance provider, in lieu of the PPO plan provided that employee pays, by way of payroll deduction, the total difference in premium costs between the PPO plan and Traditional plan. Township will exercise its best efforts to negotiate a Traditional plan option with its health insurance provider that provides substantially similar coverages and deductibles, co-payments, and out-of-pocket limits as then contained in a Traditional plan offered by the State Health Benefits Program.

2. Employer reserves the right to change these coverages, including the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the 2002 enrollment date and Employer provides Local 295 forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Local 295 with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case

of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.

3. A PPO plan summary chart listing the deductibles, co-payments, and out-of-pocket limits, and other key features of the PPO plan is attached hereto as a schedule to this agreement.

4. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an employee, employee's spouse and employee's eligible dependents, provided employee has retired after 25 years or more of service credit in a State or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement in accordance with the provisions set forth below; provided, however, that the minimum period of service with Employer shall be 15 years for employees with previous service credit in a State or locally administered retirement system who were appointed as Little Egg Harbor Township police officers on or before December 31, 1998.

a. This benefit shall not apply to former employees who retired on or before January 1, 2001.

b. This benefit shall terminate at such time as the retired employee or the spouse, in the case of spousal coverage, reaches an age that qualifies the retired employee or spouse for Medicare. Members agree that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determines that the pertinent contract language violates the ADEA or other federal or state law. Members, individually and collectively, waive any and all claims against Employer, known or unknown, under the ADEA and/or other

applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

c. A retired employee's entitlement to all or any part of the health insurance coverages provided to non-retired employees shall be limited to the coverages, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits, contained in the health care insurance plans of the same type provided to employees who have not retired.

5. Cost Containment: Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing employees and retired employees health care insurance, employees agree to the following cost containment measure:

* Any employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article in the event that the retired employee or retired employee's spouse is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as retired employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District or any other employer and is entitled to health care insurance comparable to the health care insurance offered by Employer. In any circumstance where the other health care insurance does not include one or more of the types of coverages offered by Employer (*i.e.*, medical and hospitalization, prescription drug, dental, or vision), the retired employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired employee will be entitled to enroll in Employer's dental and vision plans. In the event employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, employee shall be eligible to re-enroll in Employer's plans as provided for in this Article in subparagraph 4.

6. For purposes of this Article, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A

“part-time” employee is defined to mean an employee who regularly works less than 35 paid hours per week.

7. Each member shall have the option to have an annual eye exam at the sole expense of the Township up to a maximum of seventy-five dollars (\$75.00) for alternate years not covered by insurance.

8. The Township will provide legal advice and counsel to each member pursuant to N.J.S.A. 40A:14-155.

9. The Township will provide false arrest insurance for all members, the amount will be unlimited.

10. The Township will provide liability insurance for all members to provide for any lawsuits arising out of incidents while actually performing official duties.

11. The Township will provide each member with an annual physical. This annual physical will be paid for by the Township if not reimbursed through the health insurance plan.

- a. All members over forty (40) years of age will receive an EKG.
- b. Said physical shall be provided during each year.
- c. Upon utilizing the above benefits, the member shall provide his/her immediate supervisor with a doctor's statement of fitness.
- d. The Township shall provide and may require each member to take an annual physical exam. Each member shall be provided with

or may be required to take such annual physical exam and shall have the opportunity to select one (1) of three (3) physicians of independent medical practices and offices, to be designated by the Township.

12. If an officer should die in the line of duty, Employer shall continue to pay and provide to the officer's family the health insurance benefits provided for in subparagraph 1 of this Article until such time as the deceased officer's spouse remarries or reaches such an age as to qualify for Medicare; and with regard to the deceased officer's dependents, until such time as each dependent reaches 18 years of age, or 23 years of age if the dependent is matriculated in a full-time college program.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of interpretation or violation of policies, agreements and administration of this Agreement.
- B. No grievance can be instituted by any officer or the Association after thirty (30) calendar days beyond the occurrence of the issue being grieved.
- C. If at any Step within the grievance procedure hereinafter outlined, Management's decision is not appealed within the appropriate time, such grievance shall be considered closed, and there shall be no further appeal or review.
- D. Grievance Steps

STEP ONE

The President of the Association or his/her duly designated representative shall present, in writing, the grievance to the Chief of Police of his/her designee. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within seven (7) calendar days after the receipt of the grievance. The President of the PBA shall have the right to institute appropriate grievances at Step two of the grievance procedure.

STEP TWO

If the grievance is not resolved at Step one, or if no answer has been received by the Association within seven (7) calendar days, the Association shall present in writing the grievance to the Township

Administrator within three (3) calendar days of Step one answer. With mutual consent, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.

STEP THREE

If the grievance has not been resolved at Step two or no answer has been received by the Association within the time set forth in Step two, the Association shall present, in writing, the grievance to the Mayor and Council within three (3) calendar days of the Step two answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.

STEP FOUR

If the grievance is not resolved at Step three or if no answer has been received by the Association within the time set forth in Step three, the Association may present the grievance to binding arbitration within thirty (30) calendar days.

E. Binding arbitration shall be invoked by filing a request for a panel of arbitrators with the Public Employee Relations Commission (PERC).

F. The cost of the services of the arbitrator shall be borne equally by the Township and the Association. All other costs are to be borne by the party incurring same.

- G. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- H. The arbitrator shall not be permitted to hear or decide more than one (1) grievance at a time.
- I. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of the agreement or any amendment or supplement thereto.
- J. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- K. The decision of the arbitrator shall be final and binding upon the parties.
- L. In the event the grievant or the Association elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from arbitration. The Township shall not be responsible for any fees or expenses connected with the cancelled arbitration. No arbitration proceeding may take place sooner than ninety (90) calendar days from the final decision of the Township.

ARTICLE XVII
MANAGEMENT RIGHTS

A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Township Government and its properties, facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
2. To make rules of procedure and conduct: to use improved methods and equipment: to determine work schedules and shifts: to decide the number of employees needed for any particular time: and to be in sole charge of the quality and quantity of work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for the good and just cause, according to law.
 6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, 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 of this Agreement and applicable laws, and then only to extend such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any other national, state, county or local laws or regulations, or the Association or any rights under existing laws.

ARTICLE XVIII
GENERAL PROVISIONS

A. School

1. The member shall be paid at straight time for attendance at a police related school when assigned by the Police Department during the member's regularly scheduled shift. The member shall be paid time and one-half (1½) for attendance at a police related school when assigned by the Police Department if the member is not scheduled to work on that date. Schedules may be adjusted by the Chief or his/her representative.
2. The Township shall reimburse all members, while attending a police related school or court, for using his/her personal vehicle at a rate of thirty-two and one-half (\$.325) cents per mile plus tolls.
3. When the Chief receives notice of availability of police related schools, s/he will post a notice advising all members of the availability of said schools and seminars on the bulletin board located in the Squad Room, however, the Employer in doing so is not recommending the school or seminar nor are they guaranteeing payment or reimbursement for the course or the seminar. The approval of these schools and seminars would necessarily have to be of benefit to the Township and notice of availability posted within five (5) calendar days of receipt on a board designed for such use.

- B. Each member shall have access to his/her personnel file at reasonable times under the supervision of the Township's designated personnel officer or personnel clerk. Employees shall receive a copy of all evaluations, letters, etc. which are to be placed in their file. An employee who receives a written reprimand shall have that document removed from his/her personnel file following a period of eighteen (18) months from the date of the reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.
- C. Each member shall receive a copy of this Agreement and a copy of the Department rules and regulations.
- D. A delegation from the Department consisting of two (2) officers may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey or a seventy-five (75) mile radius from any point in New Jersey, but limited to the States of Maryland, Delaware, New York and Pennsylvania. A third officer may attend with the approval of the Chief of Police provided that no overtime will be incurred by including said third officer in the delegation. All expenses of the vehicle will be paid for by the Township and, when possible, the vehicle will be a marked one.
- E. Only qualified members of the Police Department will be permitted to carry a gun. Qualification will be made by a certified range instructor at least two (2) times per year.

- F. Nothing in this Agreement shall be construed to deny to the members any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.
- G. All police officers will be evaluated every six (6) months by their superior, and this evaluation shall become a part of their permanent personnel file. Each officer shall be provided a copy of any such evaluation.
- H. The Employer and employees shall be subject to the provisions and guidelines set forth in the "Law Enforcement Officers Protection Act", and amendments related thereto.
- I. All requests by members for time off shall be returned promptly after the receipt of such request by the Chief of Police.
- J. At the discretion of the Chief of Police, each member may be granted up to two (2) calendar days with pay per year to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Chief.
- K. In circumstances where a member resigns, retires or otherwise separates in good standing from Employer and thereafter is duly reemployed as a police officer in accordance with the reemployment procedures provided for in the rules and regulations of the New Jersey Department of Personnel, the "hire date" or "anniversary date of hire" for purposes of

eligibility for the benefits contained in this agreement shall be the member's original hire date previous to reemployment.

- L. For purposes of this agreement, a "full-time" employee is defined to mean an employee who regularly works 35 or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than 35 paid hours per week.

ARTICLE XIX
COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.

ARTICLE XX
COLLEGE INCENTIVE

- A. College Incentive. The Township and the Association agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the Township agrees to reimburse all members eligible for educational incentives for courses in an approved program leading to a degree in law enforcement and related fields.
- B. All courses must have prior written approval from the Chief of Police. A maximum of four (4) courses per year may be taken.
- C. One hundred percent (100%) of the tuition and books will be reimbursed.
- D. The member must pass the course with a grade of at least a "C" in order to receive reimbursement.
- E. Upon completion of the course, the information shall be provided to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.
- F. The employee agrees that all courses shall be scheduled during the employee's personal time and shall not conflict with the employee's work schedule.

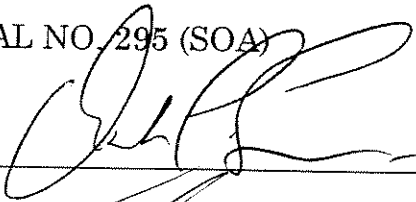
G. If the employee shall leave his/her position with the Little Egg Harbor Township Police Department within two (2) years of receipt of payment of said tuition monies and book reimbursement from the Township, said employee shall be obligated to repay said tuition payments and book monies to the Township in full within thirty (30) days of his/her separation.


ARTICLE XXI
DURATION

This Agreement shall be effective and remain in full force and effect from January 1, 2001 through December 31, 2003.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials.

PBA LOCAL NO. 295 (SOA)

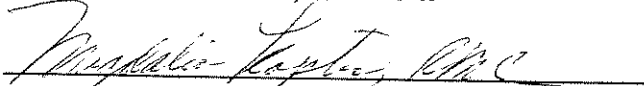



WITNESS

TOWNSHIP OF LITTLE EGG HARBOR



BRIAN E. RUMPF, MAYOR



MIGDALIA KOPTIC, RMC, MUNICIPAL CLERK

Schedule "A"
Salary/Wage Schedule

Rank	2001	2002	2003
Captain	\$96,332.60/yr	\$100,089.60/yr	\$103,993.98/yr
Lieutenant	\$41.50/hr	\$43.12/hr	\$44.80/hr

SUMMARY OF PPO & PRESCRIPTION DRUG COVERAGE

PREFERRED PROVIDER ORGANIZATION (PPO)

Co-insurance In-Network	100% of covered basic charges
Co-insurance Out-of-Network	80% of covered basic charges
Co-insured Out-of-Pocket Maximum	\$2,000/covered person; \$4,000/family
Deductible In-Network (supplemental services)	\$100/covered person; \$200/family*
Deductible Out-of-Network (basic/supplemental services)	\$100/covered person; \$200 family*

* Family deductibles may be aggregately satisfied by 2 or more separate covered persons.

** There is no benefit period maximum for well-child care.

PRESCRIPTION DRUG COVERAGE

\$5 name brand/\$2 generic/\$0 mail order

THIS SUMMARY IS NOT INTENDED TO REPLACE THE PLAN DOCUMENTS OR COVERAGE MANUAL. EMPLOYEES ARE ENCOURAGED TO REVIEW THEIR COVERAGE MANUALS.