

Agreement

between the

Township of Lower Alloways Creek

and the

Lower Alloways Creek Police Officers' Association

an affiliate of

FOP Lodge No. 6

January 1, 2020 through December 31, 2024

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AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK
AND THE LOWER ALLOWAYS CREEK POLICE OFFICERS' ASSOCIATION, an
affiliate of FOP LODGE No. 6 FOR THE YEARS 2020 - 2024

A. The Township Committee of the Township of Lower Alloways Creek, herein referred to as "Township" and the Lower Alloways Creek Police Officers' Association, an affiliate of FOP Lodge No. 6 herein referred to as "FOP" agree as follows:

ARTICLE 1
RECOGNITION

This agreement represents the full and complete agreement between the FOP and the Township concerning working conditions and compensation for the calendar years 2020 - 2024. For the purposes of this agreement, the FOP is comprised of Police Officers, including Lieutenant, Sergeant First Class, Sergeant, Corporal and Patrolmen.

ARTICLE 2
WORK HOURS

A. The following shifts/schedules shall be in effect:

1. Twelve (12) hour – 6 AM to 6 PM and 6 PM to 6 AM.
2. Shifts will rotate from day shift to night shift on a schedule mutually agreed upon by the FOP and the Director of Public Safety or the Chief of Police. The schedule will be as follows: 2 on – 2 off, 3 on - 2 off, 2 on - 3 off.

B. Kelley Time accumulation shall be eliminated, by each officer assigned to a 12 hour shift, taking 8 hours off in each 28 day period.

ARTICLE 3
SALARIES

Township will pay bi-weekly the following yearly salaries:

- A. Salary shall be increased 2% annually.
- B. Officers shall be paid as follows:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
LIEUTENANT	\$117,464	\$119,813	\$122,209	\$124,653	\$127,146
SFC	\$113,940	\$116,219	\$118,543	\$120,914	\$123,332
SERGEANT	\$110,417	\$112,625	\$114,878	\$117,176	\$119,520
CORPORAL	\$106,419	\$108,547	\$110,718	\$112,932	\$115,191
PTL. (Step 8)	\$100,415	\$102,423	\$104,471	\$106,560	\$108,691
PTL. (Step 7)	\$95,809	\$97,725	\$99,680	\$101,674	\$103,707
PTL. (Step 6)	\$94,154	\$96,037	\$97,958	\$99,917	\$101,915
PTL. (Step 5)	\$87,689	\$89,443	\$91,232	\$93,057	\$94,918
PTL. (Step 4)	\$79,506	\$81,096	\$82,718	\$84,372	\$86,059
PTL. (Step 3)	\$72,543	\$73,994	\$75,474	\$76,983	\$78,523
PTL. (Step 2)	\$65,996	\$67,316	\$68,662	\$70,035	\$71,436
PTL. (Step 1)	\$54,082	\$55,164	\$56,267	\$57,390	\$58,538

C. It is understood that each step is one year. Each employee shall move to next step the next year on their anniversary date. Anniversary date shall include time spent as probationary officer.

D. For purposes of calculating a prevailing rate or wage, 2080 hours actually worked will constitute one (1) year's service.

E. The Township may employ up to three part-time officers simultaneously. If a Part-time Police Officer is hired as full-time, a service adjustment will be made after five years of continuous full-time service, with no retroactive pay or pension payments. For the purpose of service adjustment, one year of part-time service would equal 2080 hours actually worked.

F. Any officer who assumes the duties of a Corporal because there is no corporal or other superior officer on duty and in a capacity to respond to calls for service shall be paid one dollar per hour (\$1.00 per/hr) more than the officer's regular rate.

G. Any officer who is assigned to duty investigations shall be paid at the Corporal rate of pay, unless they already hold a rank above Corporal at which time the officer shall remain at his/her rate of pay.

ARTICLE 4 OVERTIME

1. Prevailing Wage or Prevailing Rate means the employee's hourly wage/rate which is determined by dividing 2080 hours into the employee's yearly salary.

2. Each Officer shall be paid 1 ½ times his/her prevailing hourly wage for all time in excess of the hours of ordinary duty.

ARTICLE 5 SHIFT DIFFERENTIAL

In addition to regular salary, each Officer shall receive \$1.00 per hour for every hour worked on the 6 PM to 6 AM shift.

ARTICLE 6
CALL-IN / EXTENDED TIME
LESS-THAN-10 HOURS-OFF PAY / COMPENSATORY TIME

A. A regular Police Officer shall receive a minimum of three hours at 1 ½ times his/her salary whenever he/she is required to report for duty during his/her scheduled time off. None of the foregoing payments shall be made, however, unless the Director of Public Safety or the Chief of Police, or their designee has approved the Officer being called to report during his/her scheduled time off or unless there is an emergency, as determined by the Director of Public Safety or the Chief of Police, or their designee.

B. The preceding portion of this Paragraph A shall not apply to time spent by an Officer attending training sessions outside his/her regularly scheduled duty hours. Instead, Officers shall be entitled to compensatory time for training that occurs outside their normal duty hours. The compensatory time shall be scheduled by the Director of Public Safety or the Chief of Police, or their designee.

1. Compensatory time is calculated at 1 ½ times the hours spent in training.
2. Requests for compensatory time off will require approval of the Director of Public Safety, the Chief of Police or their Designee
3. Once a compensatory day (Comp Time) is granted for time off work, it shall not be rescinded.

C. A regular Officer shall receive 4 (four) hours prevailing rate in addition to 1 ½ times his/her prevailing hourly rate for all hours worked whenever he/she is forced to remain on duty after his/her scheduled shift.

D. Each Officer shall be paid at 1 ½ times his/her prevailing hourly wage rate for working a shift which, per posted schedule, commences ten (10) hours or less after the end of his/her previously scheduled and worked shift.

E. Employee's compensatory-time bank shall not exceed 120 hours without a mutual agreement of the FOP and the Township.

On the last day of employment when an employee:

1. retires, if he/she has any compensatory-time bank remaining the compensatory-time bank shall be forfeited.

2. resigns from employment with the Township, if he/she has any compensatory-time bank remaining, a maximum of 60 hours shall be paid at the employee's current rate and the balance of the compensatory-time shall be forfeited

3. is dismissed from employment with the Township if he/she has any compensatory-time bank it shall be paid at the employee's current rate.

4. "The definition of forfeit as used in Article 6 Section E of this contract shall be, the employee shall lose any claim or right to the compensatory-time said to have been forfeited in this section and shall receive no payment for any time said to have forfeited in this section."

ARTICLE 7 BONUS FOR DUTY INVESTIGATOR

An annual bonus of five hundred dollars (\$500.00) will be paid to the duty investigator provided he performs the position of duty investigator for a period of more than six (6) months during the calendar year for which said bonus was paid.

ARTICLE 8 CLOTHING MAINTENANCE ALLOWANCE

A. Township shall furnish all uniforms to Officers and shall, in addition, pay a clothing maintenance allowance of \$800.00 per year to each Officer.

B. Non-uniformed sworn officers will receive a \$700.00 per year clothing purchase allowance.

ARTICLE 9
PERSONAL TIME AND BEREAVEMENT

A. PERSONAL TIME: Each Officer shall be entitled to 56 (fifty-six) hours of personal time for personal business, provided that the Director of Public Safety or the Chief of Police, or their designee approves the time off in advance of the time.

B. BEREAVEMENT: Members and employees will be allowed three (3) bereavement days with pay for any time, from the day of death until the day after burial, for the following family members: father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, first degree cousin, one (1) bereavement day with pay shall be allowed on the day of burial.

C. Exceptions to this rule may be granted by the Director of Public Safety or the Chief of Police where the deceased is buried in another city or state and the member would be unable to return in the time normally allowed.

ARTICLE 10
VACATIONS

A. Officers hired before January 1, 2011 shall receive vacation with pay as follows:

1-5 years' service	112 hours annually
5-10 years' service	168 hours annually
10-15 years' service	224 hours annually
15-20 years' service	264 hours annually
20 years' or more	304 hours annually

B. Officers hired after January 1, 2011 shall receive vacation with pay as follows:

1-5 year's service	96 hours annually
6-10 year's service	144 hours annually
11-15 year's service	180 hours annually
16-20 year's service	216 hours annually
21+ year's service	240 hours annually

C. A maximum of fifty six (56) vacation hours may be carried over to the following calendar year.

If an employee is denied vacation leave by the employer due to manpower shortages, the employee may carry over an additional fifty-six (56) hours for a total of one-hundred-twelve (112) hours and be paid for those hours not able to be carried over.

ARTICLE 11
SICK LEAVE

Each Officer shall receive his/her regular salary during absences due to illness or injury whether incurred on or off duty provided that:

A. This injury or illness is not a direct result from engaging in any outside business or employment that has not been approved in advance by the Director of Public Safety or the Chief of Police, or their designee; and

B. The Officer produces a certificate from a New Jersey Licensed Medical Doctor stating that he/she is unable to report for duty, if illness exceeds two (2) days; and

C. Such salary shall terminate at the end of six (6) months continuous absence from duty, subject to review, at which time there shall be a review and determination made of the case, by the Township Committee and Chief of Police.

ARTICLE 12
JURY LEAVE

A. An employee called to jury duty by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must-notify the Police Chief immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

B. If on any given day the employee is attending jury duty, he or she is released by the court at least four (4) hours prior to end of his shift, that employee shall be required to return to work within one hour of release from jury duty that day in order to receive pay for that day.

C. If the employee works the night shift, he will be excused from work if he goes to jury duty for an entire day.

ARTICLE 13
COLLEGE REIMBURSEMENT

Any Officer who attends a course that pertains to his/her job in the Police Department or granting college course credits, on his/her off-duty time in pursuit of a degree in law enforcement, shall be reimbursed for his/her mileage on his/her personal car going to and from classes from his/her home at the rate of \$.40 per mile, plus bridge and turnpike tolls, textbooks, and tuition. Courses must be approved in advance by the Director of Public Safety or the Chief of Police. The course will be paid for in advance by

the Township, but the Township Committee requests a transcript of grades after completion. If the transcript reveals a failing grade, the Township will be reimbursed for the course by the applicant.

ARTICLE 14
INSURANCE PROVIDED

A. **Life Insurance:** Each Officer, their spouse and dependents shall be covered by the life insurance provided by the Police and Firemen's Retirement System.

B. **Health Benefits:** The Township will provide for each officer, spouse and dependents healthcare benefits through the IDA with Well Care in effect at the signing of this agreement. Employee shall pay the percentages set forth in Chapter 78, P.L. 2011 of base salary toward his/her healthcare benefits with pre-tax dollars, along with the deductibles and co-pays set forth below.

1. In-Network Out-of-Pocket Expenses

IDA with Well Care (in Network coverage) (employee pays any additional out of network costs)

- a. Single Coverage \$500.00 maximum out-of-pocket expenses paid by the employee. The \$500 deductible shall be paid as follows:
First \$100 paid at first visit; the remaining \$400 paid by 20% of the next \$2,000 for single coverage.

- b. Family Coverage or Parent/Child \$1,000 maximum out-of-pocket expenses paid by the employee. The \$1,000 out-of-pocket expenses shall be paid as follows:
First \$200 paid at first visit; the remaining \$800 paid by 20% of the next \$4,000.00 for family coverage.

- 2. Co-pays for Prescriptions
 - \$5.00 co-pay: generic prescriptions
 - \$20.00 co-pay: brand-name prescriptions
 - Mail order: twice the applicable co-pay

Whenever possible, generic prescriptions will be preferred, when medically possible.

C. **Dental Benefits.** The Township shall pay for and maintain current dental insurance for full-time Township employees, their spouse, and unmarried children under 26 years of age.

D. If the Township elects to change the healthcare coverage, the Association will consent to the change so long as the healthcare coverage provided is equal to or better than the IDA with Well Care in effect at the signing of this agreement.

E. Dependents shall be covered under 26 years of age or as otherwise required by law.

ARTICLE 15
DISABILITY HEALTH INSURANCE

In the event an Officer becomes disabled as a result of an incident which occurs on the job and in the line of duty, the Township will pay said member's costs for continuing health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) on a monthly basis until such time that:

A. said member is determined totally disabled and commences receipt of benefits under Medicare;

B. a determination is made that said member is not totally disabled and is not eligible for benefits under Medicare.

In either event, the Township will discontinue payment of health benefits upon a determination of (A) or (B) above.

ARTICLE 16
HEALTH INSURANCE FOLLOWING RETIREMENT

A. After retirement, with twenty-five (25) years of service in PFRS and twenty (20) years of services with the Township, full-time Police Officers, their spouses and dependents shall be entitled to have maintained at the Township's expense, such life insurance and medical insurance under the Township's policies/plans at the time of the officer's retirement.

B. Dependents shall be covered under 26 years of age or as otherwise required by law.

ARTICLE 17
SURVIVING SPOUSE BENEFITS

The spouse of each Police Officer shall be covered for health benefits per the following:

A. If a Police Officer is killed in the line of duty, the surviving spouse and children will be covered until remarriage.

B. If a Police Officer dies, not in the line of duty, the surviving spouse and children will be covered until remarriage; and:

(1) Benefits provided herein shall cease if the spouse remarries or fails to reestablish the claim each year with the Township Financial Officer.

(2) Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions. Dependents shall be covered under 26 years of age provided that if said dependents are over 19 years of age and under 26 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

C. After retirement, when a Police Officer predeceases a spouse, the surviving spouse will be covered until remarriage.

ARTICLE 18
EYE EXAMINATION ALLOWANCE

The Township will pay up to \$200.00 to Police Officers and/or any member(s) of his/her immediate family for an annual eye examination and corrective lenses upon submittal of receipt from a licensed optometrist. The total benefit may be used as a lump sum at any time during the term of the contract. If the officer leaves the Township's employment during the term of the contract, the Officer shall reimburse the Township the prorated amount not earned during the contract period.

ARTICLE 19
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an employee or group of employees from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. Definition: "Business Day" means any day that is not a Saturday, Sunday, or state or federal holiday.

E. Standards Clause - The purpose of this policy is to clarify the application of the "Internal Affairs" policy and procedures promulgated by the New Jersey Attorney General and previously adopted by this department. The Attorney General mandated that adoption of the policy and procedures be established and applied by the law enforcement agencies employing encompassing fundamentals of the disciplinary process; a policy management system rules and regulations, and a progressive disciplinary standard for all law enforcement employees. This clause deals with the application of the standard.

F. Policy

1. Discipline

a. All disciplinary matters within the Police Department shall be in accordance with the AG's Guidelines.

b. No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceedings or any complaint shall be processed in accordance with the law, the AG's guidelines, the policy of this Department, and the current Collective Bargaining Agreement. Employees shall have the right to counsel, union representation, and the rights as defined by the "Law Enforcement Officers Protection Act", "Weingarten", and "Garrity", and "Loudermill".

2. Suspensions

Any member disciplined for any departmental charges shall be entitled to a hearing, prior to the imposition of that discipline. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

3. Appeals

All appeals or disciplinary actions shall comply with applicable law. Minor disciplinary actions must be appealed through the Collective Bargaining Agreement Grievance Procedure. Appeals of major disciplinary action shall not be subject to the CBA grievance procedure.

G. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Grievance Committee: There shall be a Grievance Committee established by and within the FOP for the purpose of screening grievances for merit before they are filed with the Township. The composition, authority, and method of operation of the Grievance Committee shall be at the FOP's sole discretion. With the exception of grievances challenging the imposition of minor discipline, only the Grievance Committee shall have the authority to file grievances with the Township. The Grievance Committee shall have 15 business days to investigate the merits of a potential grievance before it must be reduced to writing and filed with the Township.

Step One: The FOP shall institute written action under the provisions hereof within fifteen (15) business days after the event giving rise to the grievance has occurred or when was known, or reasonably should have been known and an earnest effort shall be made to settle the difference between the aggrieved employee and the Director of Public Safety or the Chief of Police for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Director of Public Safety or the Chief of Police or his designated representative will answer the grievance in writing within fifteen (15) business days of receipt of the written grievance. Failure to act in writing within fifteen (15) business days by the FOP shall be deemed to constitute an abandonment of the grievance.

Step Two: If the FOP wishes to appeal the decision of the Director of Public Safety or the Chief of Police, such appeal shall be presented in writing to the Township Committee within fifteen (15) business days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within twenty (20) business days of submission.

Step Three: Within twenty (20) business days of the Township Committee's decision, the FOP may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may

be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the FOP will send notice to the Employer of its arbitration petition.

- a. The decision of the Arbitrator shall be binding upon the Employer and the FOP and the employee.
- b. The parties may direct the Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- c. The costs for the services of the Arbitrator shall be borne equally by the FOP and the Township. Any other expense, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- d. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, or detract from in any way the provisions of this Agreement or of any amendment or supplement thereof.
- e. Only one (1) grievance at a time may be submitted to any one (1) arbitrator.

G. Upon prior notice and authorization of the Police Chief, the designated FOP representative shall be permitted as a member of the Grievance Committee to confer with the employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of

pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off duty employees.

H. The time limits expressed herein shall be strictly adhered to by both the Township and the FOP unless otherwise agreed to by both the Township and the FOP. If a grievance is not initiated within the time limits specified, then the grievance shall be deemed abandoned. If a grievance is not processed to the next succeeding step of the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance.

ARTICLE 20
DATE TO START NEGOTIATIONS FOR NEW CONTRACT

The parties agree that negotiations for a new contract will commence no later than September 15th of the last year of this agreement.

ARTICLE 21
CONVENTION LEAVE

Convention leave shall be afforded in accordance with N.J.S.A. 40A:14-177.

ARTICLE 22
DURATION

The term of this successor collective negotiations agreement shall be from January 1, 2020 through December 31, 2024, *nunc pro tunc*.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 3rd day of SEPTEMBER 2019.

Lower Alloways Creek Police Officers

Daal

Dave

Township of Lower Alloways Creek

Ellen B. Pompper
Mayor

Dave W. Brading
Deputy Mayor

Paul L. Lippell
Clerk