

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

January 1, 2000

Effective Dates: through  
December 31, 2003

RECEIVED  
9-18-00

C. Managn  
Council (5) CFO  
Myrell (2)

PREAMBLE

This Agreement entered into this 18 day of September, 2000, by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and Local #59, the New Jersey State Policemen's Benevolent Association, (hereinafter called the "P.B.A.").

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## ARTICLE 1 - RECOGNITION; DEFINITIONS

A. The Township hereby recognized the P.B.A. as the exclusive majority representative for all Patrolmen and Sergeants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

- a. "Act" shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
- b. "Administrative Code" shall mean Chapter II of the "Revised General Ordinances of the Township of Lower, 1974 (hereinafter also referred to as the "General Ordinances").
- c. "Chief" shall mean the Chief of the department with those duties and responsibilities as set forth in the Township's Administrative Code.
- d. "Department" shall mean the Township of Lower Police Department.
- e. "Police Headquarters" shall mean the main office for the Department located at the Cape May County Airport complex in Lower Township, New Jersey.
- f. "Police Officer(s)", "Member(s)" and/or "Employee(s)" shall mean all Patrolmen and Sergeants of the Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

## ARTICLE 2 - LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Police Officer such rights as he may have under any other applicable laws and regulations. The rights granted the Police Officer hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws except as such particular provisions of this Agreement modify existing local laws.

## ARTICLE 3 - MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of



shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be \$12,000.00.

D. Each retiring Employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency. If the Employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment of amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.

E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.

#### ARTICLE 6 - LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any Employee for a period of six months. Such leave shall be granted at the sole discretion of the Township after recommendation from the Chief. The leave may be extended for an additional six months, and shall not be arbitrarily denied. The term good cause shall not include any situation where an employee request a leave from the Department so as to seek employment with any other private or public employer or to become self-employed. No leave of absence shall be given under any circumstances to persons who desire to obtain other means or sources of employment. Any Employee who seeks a leave of absence on such a pretext may be terminated from his employment by the Department and Township and seeking a leave of absence under such a pretext shall constitute good cause for the termination of the Employee's employment.

B. Any unpaid leave of absence granted because of illness or disability will not result in cessation of benefits. The Employee shall not earn any seniority during the period of such leave.

C. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of benefits and the accrual of seniority during such leave of absence.

#### ARTICLE 7 - DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the P.B.A. office during each month following the monthly pay period in which deductions were made.

per day. If such conversion is permanent, the parties agree to amend this Agreement accordingly.

### ARTICLE 9 - VACATIONS

A. Each Police Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31, except as set forth in Paragraph B below.

B. All Police Officers will be permitted to take vacation between June 30 and the first Tuesday after Labor Day; vacation shall be not longer than one six day week and shall not be taken when the officer is working the 4:00 p.m. to 12:00 p.m. (midnight) tour. Disputes concerning summer vacations shall be grievable but not arbitrable.

C. The annual vacation period for Police Officers shall be as follows:

|                                     |                        |
|-------------------------------------|------------------------|
| Up to first year of working service | 1 day per month worked |
| After 1 year and up to 5 years      | 12 working days        |
| After 5 years and up to 10 years    | 15 working days        |
| After 10 years and up to 15 years   | 20 working days        |
| After 15 years                      | 25 working days        |

D. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year after 1981 which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

E. Each Employee shall have a vested right to any unused vacation leave which he had earned prior to December 31, 1981. The Employee shall be permitted to either use that vacation leave or carry it over at his discretion. Any vacation leave taken by an Employee subsequent to January 1, 1982 shall be assessed against a vacation leave he is entitled to take in that calendar year.

#### *Example*

An employee has accumulated 50 unused vacation days which accrued to him prior to December 31, 1981. Under the 1982 Township/P.B.A. Contract, said Employee is entitled to 20 vacation days. The Employee takes 25 vacation days in the calendar year of 1982. The first 20 days will be assessed against his 1982 vacation leave and the other five days will be subtracted from his previously vested 50 vacation days.

(ii) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

(iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's and Employee's own doctor. Such payment shall be discontinued when an Employee is placed on disability or pension.

B. Amount of Sick Leave.

(i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 16 days per year.

(ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.

(iii) An Employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made a part of the Employee's record.

(iv) The Township may, at its option, but only upon the Employee's request, annually buy back up to five days of unused sick leave in January of any calendar year; provided that the Employee has not used more than five sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the Employee at the time of retirement pursuant to Paragraph C of Article 5.

C. Reporting Of Absence On Sick Leave.

(i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.

(ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(iii) Absence without notice for five consecutive days shall constitute a resignation pursuant to Civil Service Regulations.

D. Verification of Sick Leave.

(i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.



(iv) Dental plan with payment limitations as follows:

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

Maximum Benefit: \$1,200 per person in the 2000 calendar year and \$1,250 for each calendar year thereafter, for the term of this Agreement; \$2,800 lifetime maximum per person for orthodontic service, increasing to \$2,900 in the 2001 calendar year, for the term of this Agreement. There shall be a zero deductible.

(v) A vision care plan with benefits payable only once every 24 months, as follows:

|                      | <u>Year 2000</u> | <u>Years</u><br><u>2001, 2002 and</u><br><u>2003</u> |
|----------------------|------------------|--|
| Vision Analysis      | \$ 65            | \$ 70  |
| Single Vision Lenses | 55               | 60   |
| Bifocal Lenses       | 70               | 75   |
| Multi focal Lenses   | 85               | 90   |
| Contact Lenses       | 95               | 100  |
| Frames               | 70               | 75   |

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

(vii) The Township presently insures the benefits set forth in this Paragraph through a private insurer pursuant to a booklet entitled "AmeriHealth Personal Choice 5, Policy No. 69582" (the "Township Policy"). In the event that the Township Policy does not fully cover any of the benefits that are required under the Employer Health Book, the Township will reimburse the Employees for the expenses which are not so covered. Nothing contained herein, however, shall prevent the Township from changing or otherwise modifying the benefits set forth in the Township Policy provided that the Employees continue to receive the benefits contained in the Employer Health Book.

(viii) The Employer Health Book is hereby incorporated into this Agreement as if set forth in full and by this reference is made a part hereof.

a. Employee retired at age 62 or older with at least 15 years continuous service with the Township at the time of retirement.

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

c. Employee retired at age 65 or older but with less than 15 years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the Employee pays the premiums.

d. Coverage is for retired Employee and spouse, both of whom have reached 65. When one Employee or spouse reaches 65, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches 65.

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

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

b. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum of \$648.29 to defer the cost of obtaining alternate health insurance. If married, an additional \$648.29 shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2001 by the percentage of wage increases set forth in this Agreement. The increases for the term of this Agreement shall be as follows:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| <u>2001</u> | \$671.63      |
| <u>2002</u> | \$695.80      |
| <u>2003</u> | \$720.85      |

c. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for retirees aged 65 and over in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.



said Police Officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the Police Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Police Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Police Officer's legal representation. If the affected Police Officer objects to the assigned legal representative, he may request a meeting with the Township's Manager and Solicitor in order to discuss and resolve any issues regarding this representation.

K. In the event a Police Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until the age of 18. This coverage shall include any and all health insurance benefits subsequently negotiated by the P.B.A. for its Members.

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

ARTICLE 13 - EXCHANGE OF DAYS OFF

The Chief, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 - CLOTHING ALLOWANCE

A. Each Police Officer shall have a complement of the following uniforms and equipment:

UNIFORM AND EQUIPMENT ISSUE LIST

| ITEM           | INITIAL | AFTER ACADEMY GRADUATION | REQUIRED |
|----------------|---------|--------------------------|----------|
| Overcoat       | 1       | 1                        | 1        |
| Jacket         | 1       | 2                        | 2        |
| Shirt L.S.     | 3       | 2                        | 5        |
| Shirt S.S.     | 3       | 3                        | 6        |
| Pants - Winter | 3       | 2                        | 5        |
| Pants - Summer | 3       | 2                        | 5        |
| Hat Uniform    | 1       | 2                        | 2        |



|                         |   |   |           |
|-------------------------|---|---|-----------|
| Cap - Fur               | 1 |   | 1         |
| Cap - Tactical          | 1 |   | 1         |
| Neckties                | 3 |   | 3         |
| Raincoat w/Cap Cover    | 1 |   | 1         |
| Jumpsuit Tactical       | 1 |   | 2         |
| Vest Protective         | 1 |   | 1         |
| Cool-Shirt              | 2 |   | 2         |
| Sam Brown Belt Complete | 1 |   | 1         |
| Pistol Automatic        | 1 |   | 1         |
| Flashlight SL-20        | 1 |   | 1         |
| Boots - Rain            | 1 |   | 1         |
| Badge                   | 3 |   | 3         |
| Shield                  | 2 |   | 2         |
| Name Tag                | 2 |   | 2         |
| Whistle w/Chain         | 1 |   | 1         |
| Tote Bag                | 1 |   | 1         |
| Handler 12              | 1 |   | 1         |
| Gas Mask                | 1 |   | 1         |
| Shoes                   | 2 | 1 | 3         |
| Handcuffs               | 1 |   | 1         |
| Sweater                 | 1 |   | 1         |
| Mace                    | 1 |   | as needed |

Any item included in the list above will be replaced by the Township upon proof of the items disrepair or upon proof that the item is worn out.

B. Each uniformed Police Officer shall receive a yearly allowance for his purchase of the items listed below:

- Binoculars
- Glasses (sun)
- Jacket Badges
- Off-duty Holsters
- Gun Cleaning Kit
- Summons Book Cover
- Metal Clip Boards
- 9mm and 12 Gauge Ammunition
- Police Tote Bag
- Cool Shirts
- I.D. Wallets
- Business Cards
- Riot Helmets (police type)
- New Jersey Statute Books (criminal law)



application or violation of policies, agreements, and administrative decisions affecting a member of the bargaining unit.

2. For purposes of Step Four of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.

3. Any grievance may be raised by any member of the bargaining unit or by the P.B.A.

4. In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

### C. Steps Of The Grievance Procedure.

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

(i) Step One:

a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief or his designee, for the purpose of resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

b. The Chief, or his designee, shall render a decision within ten working days after receipt of the grievance.

(ii) Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the P.B.A. and signed by the aggrieved and filed with the Township's Manager within ten working days following the determination of the Chief .

b. The Township's Manager, or his representative, shall render a decision in writing within ten working days from the receipt of the grievance.

(iii) Step Three:

a. In the event the grievance has not been resolved through Step Two, then within ten working days following the determination of the Township's Manager, the matter may be submitted to the Township Council.



## ARTICLE 17 - AWARDS COMMITTEE

There is hereby established an awards committee composed of the Chief, a designated member of Council and one representative of the P.B.A. This committee shall have the authority to award certificates of commendation to Police Officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two days off with no loss of pay.

## ARTICLE 18 - PERMISSION TO LEAVE THE TOWNSHIP

The Employees may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

## ARTICLE 19 - WAGES

- A. Salaries for Employees shall be as set forth in Schedule A annexed hereto. All retroactive salary increases for 2000 shall be payable on the second pay period following the execution of this Agreement by both parties.
- B. All salary increases will be given on each subsequent January 1<sup>st</sup>.
- C. Employees shall receive longevity pay in accordance with their years of service as follows:

- 2% of base pay after 5 years of service
- 4% of base pay after 10 years of service
- 6% of base pay after 15 years of service
- 8% of base pay after 20 years of service
- 10% of base pay after 24 years of service

## ARTICLE 20 - COLLEGE CREDITS

- A. The Township shall pay for college credits taken as part of a program leading to an Associates or Bachelor's degree in police science in an accredited institution of higher learning in the amount of \$20.00 per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of \$10.00 per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.
- B. Where the Township requires an Employee to attend schooling and pays the tuition therefor, any college credits earned shall not be compensable under Paragraph A above.
- C. The maximum amount of this benefit is not to exceed \$750.00 to any one Employee in a calendar year.



## ARTICLE 24 - POLICE RIGHTS

A. The Police Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.

B. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by the superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(i) The interrogation of a member of the Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Department is on duty.

(ii) The Police Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Police Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.

(iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(iv) The Police Officer shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Police Officer from informing the member of the possible consequences of his act.

(v) If a Police Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(vi) If a Police Officer, as a result of an investigation is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel, or P.B.A. representatives before any further interrogation.

(vii) If any Police Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question. Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey, on this 18 day of September, 2000.

LOCAL #59 POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
NEW JERSEY

TOWNSHIP OF LOWER  
LOWER TOWNSHIP, NEW JERSEY

Plm. W. W. J. PBA 59 Rep.

Larry W. Starner  
Larry W. Starner, Mayor

ATTEST:

Chris Basso  
Sgt Robert Horton  
Bruce A Miller  
John Dennis Nichols  
Dsg. Christopher Wente

Claudia R Kammer  
Claudia R. Kammer, Township Clerk

