

AGREEMENT
BETWEEN
TOWNSHIP OF LAKEWOOD

AND
LAKEWOOD TOWNSHIP LOCAL NO. 71
POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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THIS AGREEMENT made and entered into in Lakewood Township, New Jersey this 15th day of June, 2010 between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Policemen's Benevolent Association, Local No. 71, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Township and the PBA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-5.4, to negotiate with the Association as the representative of Employees hereinafter designated with respect to the terms and conditions of employment.

This Agreement represents and incorporates the complete and final understanding and settlement between the Township and the Association on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I
RECOGNITION

The Township hereby recognizes the Lakewood Policemen's Benevolent Association, Local 71 as the sole and exclusive representative and bargaining agent for all Employees of the Police Department, excluding the Chief of Police and/or a Public Safety Director, the Deputy Chiefs, Captains, Lieutenants, Sergeants and non-Police personnel employed in the Police Department for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters. The PBA is hereinafter referred to as either "PBA", "Police Officers", "Policemen", or "Employee".

ARTICLE II

POLICEMEN'S RIGHTS

To insure that the individual rights of Employees in the bargaining unit are not violated, the following shall be the Employee's Bill of Rights.

Section 1.

Pursuant to Chapter 123, Public Laws of 1974, the Township hereby agrees that every Policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations; that it shall not discriminate against any Policeman because of religion, age, sex or by reason of his/her membership in the PBA and its affiliates, his/her participation in any legal activities of the PBA, collective negotiations with the Township, of his/her institution of any grievance, complaint or proceeding under this Agreement.

Section 2.

The Employer shall permit the President of the PBA to conduct business of the PBA, during duty hours of the President without loss of pay provided said business shall not diminish the effectiveness of the Police Department or require the recall of Off-Duty Policemen to bring the Department to its proper effectiveness within the discretion of the Chief of Police and/or a Public Safety Director.

Section 3.

It is agreed between the parties that any writing or document that is to be placed in an Employee's personnel file must be initialed by the Employee in question and may be reviewed

by the Employee and said Employee has a right to enter a rebuttal statement which will become part of said file.

Section 4.

Each Officer and Employee shall have access to and the right to read his personnel file, upon reasonable notice to the Chief and/or Public Safety Director, and the right to place in his personnel file, a written statement of reasonable length, in rebuttal to any derogatory material that appears in his/her file.

Section 5.

An Employee who is the subject of any disciplinary proceeding and hearing shall be given at least ten (10) calendar days in advance, an exact copy of any and all specific written charges, any and all documents, correspondence, photographs, reports, videotape, transcripts and statements to be used in the disciplinary proceeding and hearing.

Section 6.

Either party can mechanically or stenographically record the disciplinary hearings, then that party shall give a copy of such recording or transcript, if requested by the other party, to the other party.

Section 7.

The Employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer during all disciplinary proceedings.

Section 8.

An Employee shall not be coerced or intimidated or suffer any reprisals of any kind either directly or indirectly (*that may adversely affect his/her hours, wages, working conditions,*

shift), as the result of the exercise of the rights under this Agreement.

Section 9.

It is agreed by both parties that "no disciplinary action" shall be taken against any PBA member or Employee covered under this Agreement unless said Employee is first given the written notices required in this Agreement and the Statutes of New Jersey, may be represented by a Union representative and/or an attorney, given all charges in writing, and a fair and impartial hearing. All witnesses shall be sworn at any and all disciplinary hearing. The PBA member shall have one challenge to one of the review board members for cause. After finishing the hearing, the disciplinary board can make the appropriate recommendations pursuant to the Township Ordinance and the New Jersey Administrative Code.

Section 10.

Employees may mutually exchange times, for a limited period of time, to be worked if they fill out the appropriate mutual exchange form, a copy of which is attached hereto and entitled "Mutual Exchange and Employee Rights Waiver". The Chief and/or the Public Safety Director's consent shall not be unreasonably withheld.

Section 11.

It shall be incumbent upon the Township to provide the Employee the safest work environment possible with safe equipment and through a continuing program of education and training. The existing Department Library shall be reasonably accessible to all Employees and the library shall be maintained and upgraded with those materials deemed necessary by the Chief of Police and/or a Public Safety Director or his designee.

Section 12.

In this Agreement whenever it calls for the President of the PBA, it shall mean the President or his designee.

ARTICLE III

MANAGEMENT RIGHTS

It is the right of the "Township" to determine the standards of service to be offered by its agencies; take disciplinary action; relieve its Employees from duty because of legitimate reasons; determine the standard of selection; determine the standard of promotion; direct Employees; maintain the efficiency of its operation; determine the methods, means, and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out its mission in emergencies; and exercise complete control over its organization and technology for performing its work.

ARTICLE IV

PRESERVATION OF RIGHTS

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Police Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Officer pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE V

STANDING COMMITTEE

Section 1 - Grievance Committee

There shall be two (2) members of the PBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the PBA for the purpose of processing grievances, when such meetings take place at a time during which said member is scheduled to be on duty and upon twenty-four (24) hours' notice by the Chief of Police and/or a Public Safety Director of such a meeting.

Section 2 - Convention Committee

The Township agrees to grant the necessary time off without loss of pay to members of the PBA, (no more than three (3) members), selected as delegates to attend the State Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4. The State PBA Delegate of Local No. 71 will be allowed to attend regular State PBA meetings once a month.

Section 3 - Funeral Committee

The PBA shall have a maximum of two (2) members who shall be allowed to attend funerals of Police Officers, who serve the State of New Jersey and any of its subdivisions, who are killed in the line of duty. The two (2) members shall include the President or his designee, and the State Delegate or his designee. These two (2) members of the PBA shall not have to use any vacation days, personal days, sick days or any other type of days, but these two (2) representatives shall be granted these days off with pay to attend these funerals. The

Township shall provide a marked Police unit for transportation for the two (2) members of the PBA who shall be given time off to attend the funeral, and for off-duty Officers who also wish to attend the funeral.

ARTICLE VI

COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective Bargaining with respect to rates of pay, or other conditions or employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township, Township Committee Liaison, the Municipal Manager or their representatives, and the President of the PBA or his/her designees, shall be the respective negotiating agents for the parties.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request and consent of either party.

Section 3.

Employees of the Employer who may be designated by the PBA to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining Agreement, may be excused from their work assignments without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to its proper effectiveness. No more than one (1) Officer per platoon shall be designated to participate in collective bargaining at any one time. Therefore, not more than three (3) representatives of each party shall participate in collective bargaining meetings, excluding negotiators and attorneys.

ARTICLE VII

GRIEVANCE PROCEDURES

Section 1. - Definition of a Grievance

a. A grievance is a complaint or interpretation, pertaining to violations of the contract by either party, and conditions of employment.

Section 2. - Grievance Committee

a. The PBA President shall appoint a Grievance Committee to study all grievances submitted by an Employee of the Police Department.

b. The Grievance Committee shall consist of five (5) active PBA members which shall meet when necessary. For the Grievance Committee to take action, a *quorum* shall consist of a majority of the Members of the Grievance Committee.

c. The Employer shall permit members of the Grievance Committee to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the grievance procedure hereinafter set forth during the duty hours of the Grievance Committee members without loss of pay, provided that the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the Department to proper effectiveness.

Section 3. - Grievance Procedure

a. An aggrieved Employee, group of Employees or PBA shall initiate a complaint through the Grievance Committee who shall take the matter up with the aggrieved Employee's immediate supervisor or superior, in an effort to adjust the grievance satisfactorily. Such

grievance must be submitted to the Grievance Committee within thirty (30) calendar days from the date that the grievant knew or should have known the occurrence or event giving rise to the grievance. If not timely filed, it shall not be grievable.

b. STEP 1 - Chief of Police and/or a Public Safety Director

1. If the grievance is not settled to the satisfaction of either the Grievance Committee or the aggrieved Employee after discussing the grievance informally with the immediate supervisor or superior, as set forth above, then either the aggrieved Employee or the Grievance Committee or both may submit the grievance in writing to the Chief of Police and/or a Public Safety Director within thirty (30) calendar days of the decision of the immediate supervisor (as set forth above), or in the event the immediate supervisor takes no action within thirty (30) days allowed (as set forth above) then the grievance shall be submitted to the Chief of Police and/or a Public Safety Director within fifteen (15) days after the expiration of the thirty (30) day period.

2. The Chief of Police and/or a Public Safety Director shall meet with the aggrieved Employee or aggrieved Employees and the Grievance Committee within ten (10) calendar days of his/her receiving the written grievance from the Grievance Committee or aggrieved Employee. The Chief and/or a Public Safety Director shall meet for the purpose of adjusting, trying to resolve the grievance, and gathering facts.

3. The Chief of Police and/or a Public Safety Director shall have a maximum of twenty (20) calendar days from the date the Chief of Police and/or a Public Safety Director receives a written grievance, within which time to give his written response to the Grievance Committee and the aggrieved Employee, this time period includes the ten (10) days in Section 3(b)(2) above.

4. If no written response is received from the Chief of Police and/or a Public Safety Director within the above twenty (20) day time period, then that shall be deemed as denial of the grievance by the Chief of Police and/or a Public Safety Director.

c. Step 2 - Municipal Manager

1. If the grievance is not resolved to the satisfaction of either the Grievance Committee or the aggrieved Employee after receipt of the decision of the Chief of Police and/or a Public Safety Director, then either the Grievance Committee or the aggrieved Employee may present the grievance in writing to the Municipal Manager with fifteen (15) days of receipt of the written response from the Chief of Police and/or a Public Safety Director (as set forth in Step 1), or within fifteen (15) days from the twentieth day after the Chief of Police and/or a Public Safety Director received the written grievance, if no written response from the Chief of Police and/or a Public Safety Director. Therefore, if no written response from the Chief of Police and/or a Public Safety Director is received, then the Grievance Committee or the Employee has thirty-five (35) days (twenty days from Step 1 and fifteen days here in Step 2) from the receipt of the grievance by the Chief of Police and/or a Public Safety Director within which time to file the written grievance with the Township Manager.

2. The Municipal Manager shall conduct a hearing within fifteen (15) calendar days after receiving the written statement of grievance. The Employee affected, the Grievance Committee and the Township may have an attorney present to represent each of its interests at the hearing.

3. The Township Manager shall render a written decision within fifteen (15) calendar days after the hearing. The Township Manager shall, within thirty (30) calendar days after receiving the written grievance, send a copy of his written decision to the Employee

affected, the Grievance Committee and to the Mayor and Council. If no written decision is received within thirty (30) calendar days from the date the Township Manager receives the written grievance, then the grievance shall be deemed denied.

d. Step 3 - Arbitration

If the grievance is not resolved by the Township Manager within the thirty (30) days as set forth in **Step 2**, to the satisfaction of the Grievance Committee and/or affected Employee, then the aggrieved Employee or the Grievance Committee may, within an additional forty-five (45) days from the date the Township Manager should have rendered his decision, or from the date of receipt of his written decision, if it is timely filed, submit the grievance or any portion of the grievance to binding arbitration as follows:

1. A written request shall be made to the New Jersey Public Employment Relations Commission (PERC) that the grievance has not been resolved to the satisfaction of a party, and the submitting party is requesting that New Jersey Public Employment Relations Commission appoint an Arbitrator. The Arbitrator shall be selected pursuant to the then current procedures of PERC.
2. The Rules and Procedures of the New Jersey Public Employment Relations Commission shall be followed by the Arbitrator. The Arbitrator shall be limited to issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The Arbitrator's decision shall be binding and final.
3. The parties shall pay equally for the costs of the Arbitrator.

ARTICLE VIII

SICK LEAVE

Section 1.

Sick leave with pay shall be credited each permanent full-time Employee on the basis of ten (10) hours per month of continuous service, and shall be cumulative from year to year after the first year. During the first year, ten (10) hours per month shall be credited. Thereafter, at the beginning of each calendar year in anticipation of continued employment, Employees shall be credited with one hundred twenty (120) hours. Sick hours which have been taken but not yet earned on a *pro-rata* equal basis for the year, shall be reimbursed to the Township upon separation from service for that calendar year.

Section 2.

In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-Employee to the Department Head, Municipal Manager and Township Committee.

Section 3.

When the absence on account of illness or disability does not exceed thirty (30) hours normally, the Employee's statement of the cause will be accepted without a supporting statement from his/her attending physician, unless there is a pattern of abuse of absenteeism provided, the Township may have an Employee examined by a licensed physician at any time it elects to do so. The Township also reserves the right to waive this requirement or to require that the Employee to be examined by a physician designated by the Township and to have the

Employee certified as fit for duty before the Employee returns to work.

Section 4.

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, Employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section 5.

The Township will maintain record cards for each Employee, upon which the total sick leave will be recorded. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by the Employee's subsequent service.

Section 6.

Where Employees have left the Township's employ and subsequently are re-employed, the date of re-employment is to be used as Employee's service date with the Township for purposes of crediting sick leave.

Section 7.

Sick leave may be allowed for ordinary dental care and for the service of an oculist for normal eye care when such professional services are not available outside of work hours.

Section 8.

Any Employee on sick leave, and receiving his/her normal compensation, who in

addition qualified for payments under Workmen's Compensation weekly benefits, shall during the period he/she is receiving such weekly benefits, be entitled only to that portion of his/her regular salary which, with the Workmen's compensation payments, equals his/her normal salary.

Section 9. - Sick Leave Loans

Employees will be allowed to loan their accumulated Sick Leave or Vacation Time to any other Employee who has exhausted his/her accumulated time off due to a lengthy illness or injury, so that the recipient may remain on the payroll of the Township until such time as all leave is exhausted.

a. Employees who wish to loan their accumulated Sick Leave or Vacation Time shall be reimbursed by the recipient. As recipient is credited with new Sick Leave and Vacation Time at the beginning of each year, he/she must use fifty percent (50%) of this time toward reimbursement of loaner(s) until the loan is repaid in full.

b. Recipient may use either Sick Leave or Vacation Time to reimburse loaner(s); however, the loaner(s) shall receive reimbursement in that type of time which was originally loaned. If a recipient dies or resigns prior to reimbursement, the loaning Officer(s) must forfeit the loaned time.

c. In no event shall any Employee be allowed to loan more than forty (40) hours of his/her accumulated time or fifty percent (50%) of his accumulated leave balance, which is less.

Section 10.

For any Employee hired after July 1, 1998, payment for unused sick leave at retirement shall be capped at Fifteen Thousand (\$15,000.00) Dollars.

Section 11.

The Township, pursuant to N.J.S.A. 40A:14-137, shall pay an Employee's full salary to any Employee injured, made ill or disabled by any cause up to one (1) year or three hundred sixty-five (365) days. The Township shall receive the temporary compensation payment as an offset from the Employee of this same period of time.

Section 12.

Retirement payment entitlements for accumulated sick leave may be paid up to three (3) payments over up to eighteen (18) months at the retiring Employee's sole option. If the Employee chooses to receive the accumulated sick leave payments over an eighteen (18) month period it is understood that no interest shall accrue.

ARTICLE IX

WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal

therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE X

LEAVES OF ABSENCE

Section 1.

Leave of absence without pay may be requested by an Employee who shall submit in writing all facts bearing on the request to his Department Head who will append his recommendation and forward the request to the Committeeman in charge for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

ARTICLE XI
DEATH IN THE FAMILY

Section 1.

Every Employee shall be granted leave with pay upon the death of a family member of his/her family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) continuous days. If the funeral is outside of the State of New Jersey, additional travel time, up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Chief of Police and/or a Public Safety Director. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law, and spouse's parents and grandparents of Employee or spouse or the death of relative who resides with the Employee or with whom the Employee resides. Leave of absence may be more than three (3) continuous days and five (5) continuous days for travel time, if such death occurs outside the State of New Jersey. Each case to be decided on its own merits and circumstances and shall not set a precedent.

Section 2.

Upon the death of an Officer while still employed by the Township, the Township shall pay to the Officer's estate all accrued vacation pay, holiday pay and one/half (1/2) the value of unused sick time.

ARTICLE XII

HOURS

Section 1.

The parties understand and agree that the standard weekly work schedule for Employees covered by this Agreement requires Employee services continuously throughout the seven (7) day week and the average work week for each Employee shall be forty (40) hours. For the purpose of definition, a contract year shall constitute a minimum of two thousand eighty (2,080) work hours.

Section 2.

Police Officers shall work four (4) ten (10) hour days per week, consistent with the SOA schedule. Persons working the ten (10) hour work schedule shall have holidays and personal days counted in ten (10) hour blocks.

ARTICLE XIII

OVERTIME

Section 1.

The Employer agrees that overtime, consisting of time and one-half, shall be paid to all Employees covered by this Agreement for hours worked in excess of the normal work day.

Section 2.

Employees shall not be paid overtime for hours worked in excess of the normal work day unless such overtime is authorized by the Chief of Police and/or a Public Safety Director.

a. The need for overtime shall be at the discretion of the Chief of Police and/or a Public Safety Director on an as need basis, where the successful completion of an assignment or investigation is deemed in the best interests and safety of the Township.

b. Completion of an assignment will be transferred to an oncoming shift when feasible; when it is not feasible for such reasons as work load or when the Employee is in fresh or hot pursuit in an investigation, it shall be deemed that this is of emergent nature and overtime is authorized.

c. When the Chief and/or a Public Safety Director feels the need for extra manpower, he may authorize such overtime, as per the rules and regulations of the Department. It is further understood that the Department Head is totally responsible for the authenticity of such a need.

Section 3.

It is recognized that Employees may be required to report in advance of the tour starting

time, and for the purpose of report making at the end of a tour, to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period at the termination of a tour, but in the event an Employee is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the Employee shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

Section 4.

a. Each Employee shall be entitled to payment at an hourly rate of time and a half ($1\frac{1}{2}$) based on the Officer's annual salary for all court time appearance, that is, for time spent in legal proceedings at such times that the said Employee was not otherwise scheduled to be on active duty. For the purpose of compensation, each Officer shall cause the Subpoena issued him for said court appearance, to be signed by the Court Clerk indicating his time of arrival and time of departure.

b. When an Officer reports for Court on his off duty time he shall be compensated a minimum of two (2) hours at the rate of time and one-half ($1\frac{1}{2}$). An Officer in Court longer than two (2) hours will be compensated for the actual time spent at the rate of time and one-half ($1\frac{1}{2}$).

Section 5.

All overtime pay shall be paid by the Township of Lakewood to each Employee within thirty (30) days of it being earned by each Employee. The Township of Lakewood shall set forth on each paycheck the exact number of hours of overtime for each Employee.

Section 6.

When an Officer who is off duty is called to report for work, for whatever reason, he/she

shall be compensated a minimum of two (2) hours at the rate of time and one-half (1½). An Officer called to work longer than two (2) hours will be compensated for the actual time spent at the rate of time and one-half (1½).

ARTICLE XIV

VACATIONS

Section 1.

Each Employee shall be entitled to annual vacation time in accordance with the following:

1 to 5 years	96 hours
5 years and 1 day to 10 yrs	120 hours
10 years and 1 day to 15 yrs	160 hours
15 years and 1 day and up	200 hours

Section 2.

Vacation days are to be scheduled pursuant to **Article XXIV, Section 2 “Vacations-Seniority”**.

Section 3.

Vacation days for each calendar year shall be credited the first day of January of each calendar year. Vacation days which have been taken, but not yet earned on a pro-rata equal basis for the year, shall be reimbursed to the Township upon separation from service for that calendar year.

ARTICLE XV

HOLIDAYS

Section 1.

Employees shall have one hundred forty (140) hours of holiday time. The following shall be recognized as Holidays paid at the Employee's daily base rate under this Agreement:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Fourth of July	Christmas Day

Officers working on Easter Sunday shall be paid at the rate of time and one-half (1½).

Section 2.

Holidays are to be scheduled at the discretion of the Employee. The one hundred forty (140) hours of holiday time shall be credited the first day of January of each calendar year.

Section 3.

Holidays which have been taken, but not yet earned, shall be reimbursed to the Township upon separation from service.

Section 4.

Unused holidays can be carried forward for two (2) calendar years. For example any holidays for 1993 can be carried over to the calendar years 1994 and 1995. Unused holidays which are carried over shall accrue and be paid out on the basis of an eight (8) hour workday.

Section 5.

Should the Township Committee, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey, or the Township Committee, close the Township Administrative Offices, thereby giving time off to personnel employed there, the Employees covered by this Agreement shall receive equal time off, at such time that will not interfere with efficient Police operations.

Section 6.

When any of the above holidays are in conflict with an Employee's religious belief, such Employee may substitute a religious holiday of his/her belief, provided he/she gives adequate notice and approval is given by the Chief of Police and/or a Public Safety Director.

ARTICLE XVI

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1.

a. Each member of the PBA shall be entitled to hospital, medical and dental benefits in accordance with the terms and provision of the now in effect Municipal Ordinance and hospital, medical and dental plans now in force and effect which specifically provide for same.

b. Effective January 1, 2010, all bargaining unit members shall make health care contributions of Ten Dollars (\$10.00) per week. The Township shall establish an IRS "125 Plan" for the sole purpose of allowing pre-tax health care contributions. Employees that "opt out" of both the Township's health care and prescription plans shall not be required to make health care contributions.

c. **Prescription Drug Co-Pays:**

- (1) Effective as soon as practicable after the issuance of this Award, the current prescription drug co-payments shall be increased to Five Dollars (\$5.00) for generic and Twenty Dollars (\$20.00) for name brand drugs.
- (2) Effective January 1, 2011, retail prescription drug co-payments shall remain at Five Dollars (\$5.00) for generic and Twenty Dollars (\$20.00) for name brand prescription drugs and mail order prescription drug co-payments shall be increased to Ten Dollars (\$10.00) for generic drugs and Thirty Dollars (\$30.00) for name brand drugs.

Section 2.

The PBA recognizes the Township's new self-insurance plan known as the Ocean and Monmouth Regional Employee Benefits Fund. It is understood that this plan shall be

maintained at equal or better coverage to the old Blue Cross/Blue Shield, Prudential, Delta Dental and Travelers Eye Glass Programs.

Section 3.

It is further agreed that the Employer will supply UCR coverage for non-participating, out of state hospitals and further will provide outpatient and laboratory x-ray coverage to Two Hundred Fifty (\$250.00) Dollars and further provide coverage under dental orthodontics coverage to Two Thousand (\$2,000.00) Dollars.

Section 4.

(a) Upon retirement, the Employee shall continue to be carried on and covered under the Employer's hospital, medical and dental plans now in full force and effect for as long as the Employee shall live, which insurance coverage shall be at least be equal to or better than the present coverage enjoyed by the Employees of the Lakewood Police Department. It shall be a requirement of the Employer that any hospital, medical and dental plan that the Employer shall provide must have this provision, of providing coverage to an Employee upon his retirement or disability (see subparagraph (b) below for disability). The Employer shall pay for the said hospital, medical and dental plan coverage at the Employer's sole cost and expense with no contribution required by the Employee for Employee coverage. To be eligible for this continued hospital, medical and dental coverage, in **Section 4**, subsection (a) herein, it is required that nineteen (19) of the years of service required for retirement shall be in the employ of the Township of Lakewood.

(b) **Disability.** In the event an Employee qualifies either by election, voluntarily or involuntarily to come under the category of disabled, and as such retires, then the Employee

shall receive the paid hospital, medical and dental coverage as set forth in (a) above as if he/she had retired, regardless as to years of service with Lakewood, as if he/she had retired.

(c) Once an Employee qualifies under subparagraphs (a) and (b) above, and, therefore, shall be under the category of retired or disabled, the Employee shall have the option to request, from the Township, that either the Employee's spouse and/or children shall be placed under the Township hospital, medical and dental plans provided the Employee reimburse the Township for the cost of providing said hospital, medical and dental coverage.

(d) For any Employee that retires or becomes disabled after January 1, 1999, as referenced under subparagraphs (a) and (b), the Employer shall pay for hospital, medical and dental plan coverage for the Employee and his/her spouse at the Employer's sole cost and expense with no contribution required by the Employee. This coverage shall continue until the death of the retired/disabled Employee. At that time, the surviving spouse may remain on the Township's hospital, medical and dental plans, provided the surviving spouse reimburses the Township for the cost of said hospital, medical and dental coverage.

ARTICLE XVII

CLOTHING ALLOWANCE

Section 1.

The annual clothing allowance shall be One Thousand One Hundred (\$1,100.00) Dollars per year paid by the Township to all permanent sworn Officers. Said clothing allowance shall be paid during the month of January of each year. However, any Officer that retires prior to July 1st shall reimburse the Township one-half (½) of the annual clothing allowance. The Township shall continue to bid and specify all regulation quality uniforms and accessories, as specified by the Chief of Police and/or a Public Safety Director only, and will supply the Chief of Police and/or a Public Safety Director with receipts for each purchase made under this Section, on an annual basis.

Section 2.

New appointees, upon a resolution certifying such Officer as a permanent member of the Lakewood Police Department, will be supplied with an initial issue of clothing at the Township's expense for the first year of service, usually at graduation from the Police Academy, and will receive a *pro-rated* clothing allowance for the balance of the remaining calendar year. This *pro-rated* allowance will be paid within thirty (30) days after successful completion of one (1) year of service.

ARTICLE XVIII
PERSONAL DAYS

Section 1.

Each Employee shall be entitled to thirty (30) hours of paid personal time per year, in addition to the holidays authorized by this contract. Twenty (20) hours shall be allowed for any reason whatsoever. The other ten (10) hours of personal time shall be allowed for personal business that cannot be conducted outside of assigned work hours. These personal hours shall be approved by the Chief of Police and/or a Public Safety Director and defined as follows:

- (a) Serious illness or accident in the immediate family;
- (b) Household emergencies;
- (c) Marriage;
- (d) Legal business;
- (e) Commencement exercises;
- (f) Religious observances;
- (g) Other extremely unusual commitments or emergencies

This remaining ten (10) hours personal time request must give specific reason for the request on the leave form. Said requests must be submitted five (5) days in advance, except in emergency cases.

Specifically, but not limited to, the following activities are not considered for the last ten (10) hours of personal leave time:

- (a) Social activities;
- (b) Extension of Holidays or Vacations

ARTICLE XIX
HIGHER EDUCATION

Section 1.

In addition to his/her regular rate of pay, an Employee who has attained a Baccalaureate or higher Degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of One Thousand (\$1,000.00) Dollars.

Section 2.

In addition to his/her regular rate of pay, an Employee who has attained an Associate Degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of Five Hundred (\$500.00) Dollars.

Section 3.

The Township agrees to defray tuition expenses for college courses leading up to an Associate or a Bachelor's Degree. Reimbursement shall be limited to a total of one hundred twenty (120) credit hours and shall be reimbursable upon successful completion of said course or courses.

Section 4.

In addition to the regular rate of pay, an Officer who has attained a Graduate Degree shall be entitled to an additional annual stipend of Five Hundred (\$500.00) Dollars over and above the Baccalaureate stipend set forth in **Section 1** of this **Article**. The total annual stipend will therefore be Fifteen Hundred (\$1,500.00) Dollars. Not more than one Graduate Degree per Employee shall be so compensated.

ARTICLE XX
LONGEVITY PAY

Section 1.

Each Employee shall be paid, in addition to his/her current annual wages, longevity increments which shall be figured in and computed in as the Employee's base salary, based upon his/her years of employment with the Lakewood Police Department in accordance with the following schedule. Longevity payments will be computed on base salary and will not include overtime payments.

Years of Service

Upon entering the 1st day of the 4th year of service	2.00%
Upon entering the 1st day of the 8th year of service	3.50%
Upon entering the 1st day of the 12th year of service	5.00%
Upon entering the 1st day of the 16th year of service	6.50%
Upon entering the 1st day of the 20th year of service	8.00%

ARTICLE XXI
BULLETIN BOARD

Section 1.

The Employer will provide a Bulletin Board in a non-public location in the Patrol Division Headquarters for the use of the PBA for posting notices concerning the PBA business and activities. All such notices shall be posted only upon the authority of officially designated PBA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XXII

SAVINGS CLAUSE

It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supersede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement.

ARTICLE XXIII

CONDUCT AND ETHICS

Section 1.

All Employees are expected to maintain a high standard of professional and personal conduct and ethics in order to assure efficient and effective service to the citizens of the Township of Lakewood.

Section 2.

The following shall serve as a guide for professional conduct and ethics:

- (a) No Employee shall engage in outside employment or other activity which interferes in any way with the full performance of their duties and responsibilities.
- (b) No Employee shall have a direct or indirect financial interest that conflicts substantially with his/her duties and responsibilities.
- (c) No Employee shall use or allow the use of government property of any kind other than for officially approved activities.
- (d) No Employee shall use or allow the use of official information gained through employment which has not been made available to the general public, for furthering a private interest.
- (e) No Employee shall participate in any gambling activities while on duty or while on Police Department premises.
- (f) No Employee shall engage in acts of riot or civil disorder involving violence to person or property.
- (g) No Employee shall engage in criminal, dishonest or notoriously disgraceful conduct prejudicial to the Department.

Section 3.

Conduct in violation of the above standards may subject an Employee to disciplinary action through the process of department hearing.

ARTICLE XXIV

SALARY

The annual base salary for each Employee of the Department for the period designated, shall be as follows:

Section 1.

The salaries for bargaining unit Employees for the term of this Agreement shall be as set forth on Schedule A annexed. Said salary schedule for 2009 shall apply to any Officer who may have retired after December 31, 2008, but prior to the execution of this contract.

Salary Schedule B annexed shall be applicable to all Employees hired after July 1, 2005.

Salary Schedule C annexed shall be applicable to all Employees hired on or after January 1, 2010. Section 2.

Should a Sergeant be absent from duty, due to vacation , illness or for any other reason, and there is not an "on duty" Sergeant available to perform his/her duties, the Chief of Police and/or a Public Safety Director shall assign the senior most Patrolman of the platoon or shift to which said Sergeant is assigned to perform the duties of the absent Sergeant.

Section 3.

Should a Patrolman so assigned, perform the Sergeant's duties for five (5) days continuously, uninterrupted, the Patrolman shall be paid at the Sergeant's rate of pay for the time assigned.

Section 4.

A differential of pay between Detective and other Divisions to be added to scale of Detective Personnel. This differential shall be One Thousand Five Hundred (\$1,500.00)

Dollars *per annum*.

Section 5.

Paychecks shall be distributed to Employees on Thursday of each pay week. Upon the agreement of all other Township bargaining units, Local 71 also agrees to move to bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue.

Section 6.

At retirement or termination for any reason, the Employer shall pay to the Employee fifty (50%) percent of all earned and accumulated sick hours, plus one hundred percent (100%) of all vacation hours and holidays (not to exceed two (2) years accumulation of vacation hours and holidays.) An Employee may use the above earned and accumulated sick hours, vacation hours and holidays immediately preceding retirement or termination for any reason, but during this time of running out these earned and unused sick hours, an Employee shall not accrue or accumulate sick hours, vacation hours and/or holidays.

ARTICLE XXV

DUES

The Township and the PBA agree pursuant to the Provisions of the New Jersey Employer-Employee Relations Act as amended, to provide for the collection of regular membership dues, fees and assessments of the majority representative not to exceed eighty-five (85%) percent of the total of same for non-member, same to be done in accordance with the provisions of the aforementioned Act.

ARTICLE XXVI

SENIORITY

Section 1. - Shift Assignments

The Chief of Police and/or a Public Safety Director acknowledges that seniority will prevail when assigning shifts, except when Officer experience imbalances which may adversely affect department operations are created by seniority among and within shifts. There shall be a yearly window during the month of September, to take effect the following January 1, when all Police Officers in Radio Motor Patrol and Directed Patrol shall pick their shifts and days off for the following year.

However, excluded are all Officers with special skills as understood by the parties. Changes or requests based on hardship, emergencies or good cause shown, shall not be arbitrarily, capriciously or unreasonably withheld or denied by the Chief and/or a Public Safety Director. All matters pertaining to shift assignments shall be subject to the grievance procedure for disposition.

Section 2. - Vacations - Seniority

The Chief of Police and/or a Public Safety Director or his/her designee acknowledges that seniority will prevail for the selection of vacations by all Police Officers, except for good cause, subject to the grievance procedure.

ARTICLE XXVII

COPY OF CONTRACT

The Township of Lakewood and the PBA shall split the costs equally of providing eighty-five (85) copies of this Contract to the PBA within thirty (30) days of the dates said contract becomes effective. In addition, upon the adoption of a new Departmental Rule/Regulation, a copy shall be distributed to the Local 71 President within seven (7) days.

ARTICLE XXVIII

DURATION OF THE AGREEMENT

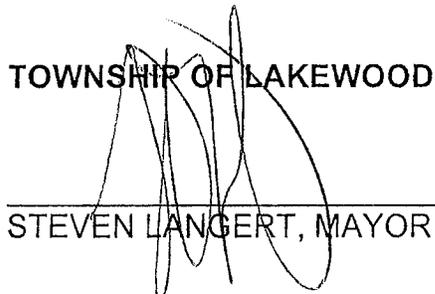
This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2012.

This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly-executed contract. The parties hereto agree to begin negotiations not more than one hundred twenty (120) days and not less than ninety (90) days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2012.

ATTEST:

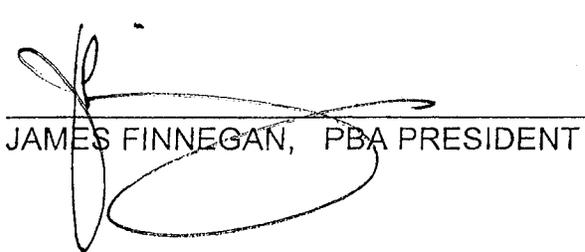

MARY-ANN DEL MASTRO,
TOWNSHIP CLERK

TOWNSHIP OF LAKEWOOD


STEVEN LANGERT, MAYOR

ATTEST:

LAKESWOOD PBA LOCAL NO. 71


JAMES FINNEGAN, PBA PRESIDENT

SCHEDULE A

SALARY GUIDE

DOES NOT INCLUDE EDUCATION STIPEND

	EFFECTIVE 01/01/09	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12
ACADEMY	\$37,857	\$39,182	\$40,358	\$41,568
REMAINDER	\$43,003	\$44,508	\$45,844	\$47,219
1 ST Year After	\$59,979	\$62,079	\$63,941	\$65,859
2 nd Year After	\$70,708	\$73,183	\$75,378	\$77,640
3 rd Year After	\$81,442	\$84,293	\$86,821	\$89,426
4 th Year After	\$92,185	\$95,412	\$98,274	\$101,222

LONGEVITY

		Effective 01/01/09	Effective 01/01/10	Effective 01/01/11	Effective 01/01/12
After 3 Years	2.00%	\$94,029	\$97,320	\$100,239	\$103,246
After 7 Years	3.50%	\$95,411	\$98,751	\$101,714	\$104,765
After 11 Years	5.00%	\$96,794	\$100,183	\$103,188	\$106,283
After 15 Years	6.50%	\$98,177	\$101,614	\$104,662	\$107,801
After 19 Years	8.00%	\$99,560	\$103,045	\$106,136	\$109,320

SCHEDULE B

SALARY GUIDE

**EFFECTIVE FOR OFFICERS HIRED ON OR AFTER JULY 1, 2005
DOES NOT INCLUDE EDUCATIONAL STIPEND**

	EFFECTIVE 01/01/09	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12
ACADEMY	\$37,857	\$39,182	\$40,358	\$41,568
REMAINDER	\$43,003	\$44,508	\$45,844	\$47,219
1ST Year After	\$52,840	\$54,689	\$56,330	\$58,020
2nd Year After	\$62,676	\$64,870	\$66,816	\$68,821
3rd Year After	\$72,513	\$75,051	\$77,303	\$79,622
4th Year After	\$82,348	\$85,230	\$87,787	\$90,420
5th Year After	\$92,185	\$95,412	\$98,274	\$101,222

Longevity for Employees covered by Schedule B shall be the same as for
Employees covered by Schedule A of this Agreement.

SCHEDULE C

SALARY GUIDE

**EFFECTIVE FOR OFFICERS HIRED ON OR AFTER JANUARY 1, 2010
DOES NOT INCLUDE EDUCATIONAL STIPEND**

	EFFECTIVE 01/01/10	EFFECTIVE 01/01/11	EFFECTIVE 01/01/12
ACADEMY	\$36,000	\$37,080	\$38,192
REMAINDER	\$40,000	\$41,200	\$42,436
1ST Year After	\$44,000	\$45,320	\$46,680
2nd Year After	\$52,500	\$54,075	\$55,697
3rd Year After	\$61,000	\$62,830	\$64,715
4th Year After	\$69,500	\$71,585	\$73,733
5th Year After	\$78,000	\$80,340	\$82,750
6th Year After	\$86,500	\$89,095	\$91,768
7th Year After	\$95,412	\$98,274	\$101,223

**Longevity for Employees covered by Schedule C shall be the same as for
Employees covered by Schedule A of this Agreement.**