

AGREEMENT BETWEEN

TOWNSHIP OF MANTUA

AND

MANTUA TOWNSHIP POLICE CLERKS ORGANIZATION

JANUARY 01, 2006 - DECEMBER 31, 2010

WHEREAS, the Township of Mantua, a Municipal Corporation with offices at 401 Main Street, Mantua Township, Gloucester County, New Jersey hereinafter referred to as the "Township", and the Mantua Township Police Clerks Organization hereinafter referred to as the "Police Clerks", are entering into an Agreement establishing salaries, benefits, and enumeration of other items and conditions effective nunc pro tunc to January 1, 2006 through December 31, 2010.

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ARTICLE III

GRIEVANCE PROCEDURE

Grievance Procedure will be as per township Personnel Policy 35-16.

ARTICLE IV

PAY FOR TIME IN COURT

All off-duty employees compelled to appear in any Municipal, County or Juvenile Court in connection with a criminal or quasi-criminal complaint, or before any administrative board while on a scheduled day off, or on scheduled off-time, shall be paid at the rate of \$50.00 for each appearance for each of the years 2006, 2007, 2008, 2009 and 2010. All employees compelled to stand-by for any of the above courts or hearings are to be paid \$5.00 per stand-by subpoena for 2006, 2007, 2008, 2009 and 2010. Pay in time for court shall be paid on or before June 1st and December 31st of each year, to be paid on a separate check from the regular salary check.

ARTICLE V

CLEANING AND MAINTENANCE

- A. The Township will pay for the cleaning and costs of uniform pants, shirts, coats, skirts.
- B. The Township will provide \$120.00 per year to each member of the Police Clerks as reimbursement for police duty shoes (2 pair) to be paid by June 1st of each contract year.
- C. The Township in 2006, 2007 2008, 2009 and 2010, will allot \$550.00 each member for purchase of uniforms. It is understood that the Township shall list all items of police apparel falling under the general description of uniforms and each member of the unit shall be authorized to purchase directly from the list up to the allocation set forth herein above.

ARTICLE VI

VACATION ENTITLEMENT

All members in the Police Clerks shall be entitled to the following paid vacation:

Up to six (6) months, said employee shall be entitled to, two (2) workdays paid vacation

Six (6) months to end of first year of service, said employee shall be entitled to five (5) workdays paid vacation

One (1) through five years of service, said employee shall be entitled to (10) workdays of paid vacation.

After (5) five years continuous service, said employee shall be entitled to (3) three weeks paid vacation;

After (10) ten years continuous service, said employee shall be entitled to (4) four weeks paid vacation;

After (20) twenty years continuous service, said employee shall be entitled to (5) weeks paid vacation.

Police Clerks shall be entitled to (5) five days off as a vacation unit.

Vacation carry forward:

There shall be no carrying forward from year to year of vacation days to which a member of the Police Clerks is entitled to under this agreement. When because of illness or the necessity that an employee work as a result of an emergency occurring, vacation may be carried to the first quarter of the following year, at which time, at the option of the employee, may be paid at the rate specified under "Vacation Entitlement", or take the vacation days allowed to him/her therein.

ARTICLE VII

MEDICAL INSURANCE BENEFITS

The Township shall provide to members of the Police Clerks, New Jersey State Health Benefits Program as now provided, or its equivalent, as agreed to by both parties.

When an employee retires, after (25) twenty-five years of service in a State administered pension system, the Township will continue to pay for his/her coverage of health insurance at no cost to the employee up to age 65, including the employee's spouse and children until they reach (18) eighteen years of age or (23) years of age as a full time student.

If the employee becomes permanently disabled while in the performance of his/her duties or the employee dies while on duty, the Township will continue to pay for the spouse's health insurance at no cost to the spouse at age 65. Coverage for spouse will cease at re-marriage or coverage under another medical plan. Spouse to include minor children through the age of 18 or 23 if full time student.

If the employee determines to have coverage other than as provided by the New Jersey State Health Benefits Program, it is understood such costs cannot exceed the amount the Township pays per month per employee family and there can be no additional cost to the Township for administration of such plan.

ARTICLE VIII

PENSION PLAN CONTRIBUTION

The Township will make contributions toward the Pension Plans in existence under the Public Employees Retirement System, according to the formula prevailing as of the date of the execution of this agreement, and upon the terms fixed by statute and the rules and regulations of the Public Employees Retirement System.

ARTICLE IX

DISABILITY INSURANCE

Provided for and paid by the parties as per State Law.

ARTICLE X

ON THE JOB INJURY AND DISABILITY

If the Workmen's Compensation carrier determines that the employee is total or partially and temporarily disabled resulting from injury received in the line of duty, the Township will make up the difference between the Workmen's Compensation benefits and the regular gross salary (payroll deductions and benefits as usual) until either of the following occur:

- A. The employee is approved to return to work by the Workmen's Compensation carrier's doctor or
- B. Is classified permanently and totally disabled by the Workmen's Compensation carrier's doctor:
 - 1. The employee may receive a loan from the Township, without interest if he is applying for disability retirement benefits under the following conditions.
 - (a.) Application for disability retirement must be made within (10) ten

days after the Workmen's Compensation carrier's doctor classifies the employee as permanently and totally disabled.

- (b.) The employee must execute a written promise to repay the Township the total amount of funds loaned out of the retro-active retirement benefits he receives, or out of his own funds if insufficient retro-active benefits are received to repay the loan.
- (c.) The loan will be paid to the employee each time he would ordinarily receive a paycheck, in the amount estimated to be the same as the amount of disability retirement benefits the employee expects to receive for the same time period, if his disability retirement application is granted or

C. Is classified to be permanently and partially disabled by the Workmen's Compensation carrier's doctor.

ARTICLE XI

OVERTIME

For the years 2006, 2007, 2008, 2009 and 2010 all time worked over the normal scheduled (8) eight hours shift shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of the employee. Overtime calculations shall be consistent with the F.L.S.A. requirements.

ARTICLE XII

CALL-IN

All Police Clerks in the Department, are guaranteed (4) four hours' pay at time and one-half (1 1/2) their regular hourly salary, which can be computed as 1/2080th of their annual salary, if such member is called in on a day off or prior to regularly scheduled shift, and such member may leave the police station when the assignment for which he/she was called in is completed, even in the event it does not require four hours in order to complete the assignment.

ARTICLE XIII

SICK LEAVE

All members of the Department shall be entitled to (15) fifteen days sick leave per year of employment, and any unused sick leave may be accumulated from year to year until a total of 365 days of sick leave has been achieved. Sick leave accumulated hereunder may only be utilized as paid leave to any member or of the Police Clerks who is absent from work through illness of accident, or who is quarantined by a physician because he has been exposed to a contagious disease, and shall be governed by the provisions with regard to sick leave contained in the Personnel Policy of the Township of Mantua, except that the members of the Police Clerks shall be entitled to (15) fifteen sick leave days with pay per year, which shall be cumulative up to 365 days, as opposed to (12) twelve sick leave days with pay per year, which shall be cumulative up to 365 days in the Personnel policy. At the time of retirement the Township will buy back the unused sick leave time at the rate of one and one-half (1 1/2) days' pay for (2) two days of sick leave with the payment of money to be made over a (4) four year period at 25% each year, to be made payable on or before July 1st of each year.

ARTICLE XIV

HOLIDAY PAY

The Police Clerks shall receive (13) thirteen paid holidays but shall receive holiday pay as the holidays occur during the year. The 13 Holidays to include: New Years Day, Martin Luther Kings Day, Presidents Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday is worked, the Police Clerk shall receive regular pay for the holiday plus time and one-half (1 1/2).

ARTICLE XV

PERSONAL DAYS

Each member of the Police Clerks shall be entitled to (4) four personal days in 2006, (4) four days in 2007, (4) four days in 2008, (4) four days in 2009 and (4) four days in 2010, which may be used for any purpose desired by the employee, except that to the extent possible, notice of the intent to take a personal day on a given date would be provided to the Chief of Police at least (1) one week prior to the date desired. A personal day may be taken on less notice in the event the Chief of Police agrees to said course of action. In the event an employee does not utilize the personal granted aforesaid, said personal days shall not be cumulative from year to year, nor shall the employee receive any pay whatsoever because of the fact that the employee did not utilize the personal days granted.

ARTICLE XVI

COLLEGE CREDITS

All members of the Police Clerks shall be entitled to a maximum of \$200.00 per year toward the cost of tuition and books for college courses, so long as the learning institution proposed by the employee is approved by the Township Committee prior to employee's enrollment therein and receipts for the books are presented. The \$200.00 payable hereunder is a maximum payable for books and tuition. Such approval by the Township Committee must be in writing and will not be unreasonably withheld.

Members of the Police Clerks shall receive \$5.00 per credit per year until an Associates Degree is obtained, at which time the \$5.00 per credit shall cease, to be included in base salary for pension purposes and to be paid bi-weekly. Calculations shall be consistent with F.L.S.A. requirements.

All members of the Police Clerks shall receive an additional \$600.00 per year, to be included in their base salary for pension purposes, for an Associates Degree in an approved police related field. Those who have obtained a Bachelor Degree in an approved police related field shall receive an additional \$1,200.00 per year to be included for pension purposes, to be paid on a bi-weekly basis. Calculations shall be consistent with F.L.S.A. requirements.

ARTICLE XVII

LONGEVITY

Longevity will be discontinued for all employees hired after March 23, 1999.

Police Clerks hired previous to March 23, 1999 are entitled to the following longevity payments:

1. Completion of 5 years but less than 10 years:
Years 2006, 2007, 2008, 2009, 2010 - 3.5%
2. Completion of 10 years but less than 15 years:
Years 2006, 2007, 2008, 2009, 2010 - 4.0%
3. Completion of 15 years but less than 20 years:
Years 2006, 2007, 2008, 2009, 2010 - 4.5%
4. Completion of 20 years but less than 25 years:

- | | | |
|----|------------------------------------|--------|
| | Years 2006, 2007, 2008, 2009, 2010 | - 5.0% |
| 5. | Completion of 25 years of service | |
| | Years 2006, 2007, 2008, 2009, 2010 | - 5.5% |

Payments to be included in base salary for pension purposes, to be paid bi-weekly.
 Calculations shall be consistent with F.L.S.A. requirements.

ARTICLE XIX

DENTAL PLAN

All members of the Police Clerks will be provided with a dental plan during the term of this agreement, as listed on the "Dentalguard" attachment, including, but limited to:

100% Preventive Services - emergency treatment, oral examination, x-rays, teeth cleaning, fluoride treatment for children, space maintainers.

50% Basic Services - laboratory tests, fillings (amalgam, silicate, acrylic), root canal, repair maintenance of bridgework and dentures, periodontic services, extractions and other oral surgery, anesthesia, stainless steel and acrylic crowns.

25% Major Services - gold and porcelain fillings and crowns, installation of bridgework and crowns.

As per attached Guardian Group Insurance Plan and Certificate Amendment to Orthodontic Lifetime maximum up to \$2,000.00, effective July 1, 1991.

Effective April 1, 1999 all members will be provided with Delta Dental Advantage Plan.

ARTICLE XX

POLICE CLERK SALARY

A ten-step salary scale for the Police Clerks.

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
1 ST YEAR	\$27,105.20	-----	-----	-----	-----
2 ND YEAR	\$28,447.62	-----	-----	-----	-----
3 RD YEAR	\$29,790.08	-----	-----	-----	-----
4 TH YEAR	\$31,165.05	-----	-----	-----	-----
5 TH YEAR	\$32,474.93	-----	-----	-----	-----
6 TH YEAR	\$33,963.71	-----	-----	-----	-----
7 TH YEAR	\$35,567.94	-----	-----	-----	-----
8 TH YEAR	\$36,910.37	-----	-----	-----	-----
9 TH YEAR	\$38,252.80	-----	-----	-----	-----
10 TH YEAR	\$39,592.25	-----	-----	-----	-----

SALARIES: All members shall receive a salary increase of 3.5% above the 2005 salary level which will be added prior to the addition of Longevity and College Credit monies, to be included in base salary to be paid bi-weekly, retro-active to January 1, 2006. For the years of 2007, 2008, 2009, and 2010 the Police Clerks agree to accept as a pay raise the percentage that all other non-contracted Township Employees receive. All other items in this contract will remain as negotiated.

ARTICLE XXI

SCHOOLS, SEMINARS, & MEETINGS

All members of Police Clerks, while attending schools sent by the Police Department will receive \$7.00 per day for luncheon expense, \$10.00 per day for dinner expense, for periods of attendance at schools, seminars and other police meetings. The township is to supply fuel for personal vehicles and will reimburse for all tolls to attend schools, seminars and meetings for the Police Department.

ARTICLE XXII

DEATH BENEFITS

Life insurance shall be provided by the Township for each member of the Police Clerks according to their status as an employee who contributes toward the cost of insurance protection or as an employee who does not contribute toward the costs of insurance protection. The representatives of a deceased employee shall receive as life insurance benefits, if the employee was an employee of the township at the time of death, (3) three times the annual salary of that employee as of the date of death, (3) three times the annual salary of that employee as of the date of death. If the employee is an employee who did not contribute towards the cost of the insurance protection, then the representative of that employee would receive one and one-half (1 1/2) time the annual salary of the employee as at the date of death as life insurance benefits.

ARTICLE XXIII

FUNERAL LEAVE

In case of the death of a member of the employee's family, time off necessary to arrange for the funeral and attend the service shall be allowed with pay, according to the following schedule:

- A. Death of spouse, son or daughter, parent of employee
7 days
- B. Brother, sister, or parent, brother, sister of spouse, grandchild or relative living under same roof*
3 days
- C. Grandmother, grandfather*
2 days
- D. Aunt, Uncle
1 day

* Two additional days may be granted provided funeral is more than 100 miles from Mantua Township Police Station.

ARTICLE XXIV

SCHEDULE OF PAY DAYS

All members of the Department shall be paid bi-weekly for the years 2006, 2007, 2008, 2009 and 2010.

ARTICLE XXV

The Township shall not discharge or discriminate in any way against any employee for organizational activities or organizational memberships.

ARTICLE XXVI

INDEMNIFICATION

The Township of Mantua agrees to carry Liability Insurance on all of the Police Clerks in amount of \$5,000,000.00 in the event of any civil action brought against him/her as a result of their duties.

ARTICLE XXVII

PERSONNEL FILES

It is agreed that no Police Clerk will be terminated from his/her position until a hearing with the Chief of Police, a member or members of Township Committee and said Police Clerk. This hearing must be held within 30 calendar days prior to proposed dismissal. It is also agreed that the Police Clerk may be represented by legal counsel. The cost of this legal counsel will be the sole responsibility of the Police Clerk.

The Township and the Chief of Police agree to notify, in writing, all members of any materials placed in his/her personnel files, and if such the Police Clerk will have the right to file a grievance to have same removed. All documents placed in the person file will have Police Clerks signature and dated.

ARTICLE XXVIII

STRESS DAYS

Each member of the Police Clerks will be entitled to (2) two days per year, commonly known as "Stress Days", notice of intent of "Stress Days" on a given date should be prior to the date desired, a Stress Day may be taken on less notice in the event the Chief of Police agrees to said cause of action.

ARTICLE XXIX
AGREEMENT

This agreement shall constitute the full and complete understanding of the parties and any changes or modifications to the agreement must be in writing and executed by both parties.

The terms of this Agreement shall be construed and interpreted under New Jersey Law. Should any provisions of this Agreement be struck by a court of competent jurisdiction as illegal, unconstitutional or otherwise in violation of public policy. All other provisions shall remain in full force and effect until the next collective bargaining agreement is signed.

This agreement entered into the 9 day of May, 2006 shall bind all parties to the terms and conditions set forth therein during the terms of this Agreement.

Witness: [Signature]
Shirley Menzies
Mayor Acting Clerk Date:

[Signature]
Mayor Tim Chell
Township of Mantua

[Signature] 4/12/06
Sharon A Kienholz Date:

[Signature] 4-12-06
Angela Haykel Date:

Mantua Township Police Clerks
Organization