

AGREEMENT
BETWEEN
TOWNSHIP OF PLUMSTED
AND
PLUMSTED PBA LOCAL 168

JANUARY 1, 2006 - DECEMBER 31, 2009

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PREAMBLE

This Agreement is entered into this 12th day of December, 2006, by and between the TOWNSHIP OF PLUMSTED, hereinafter referred to as the "Township" or "Employer" and the PLUMSTED PBA LOCAL 168, hereinafter referred to as the "PBA".

The Agreement between the Township and the PBA shall be retroactive to January 1, 2006 and shall continue in effect until December 31, 2009.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Plumsted PBA Local 168 as the exclusive representative and bargaining agent for all full-time members of the police department, excluding all supervisory officers employed by the Township.

This Agreement, subject to the statutory provisions, shall govern wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the Agreement.

The members of the Plumsted PBA Local 168 will have the right to review their personnel file at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges must be give the opportunity to be initialed by member prior to it being placed in his or her file.

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Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer only to full-time employees represented by the Plumsted PBA Local 168 in the negotiating unit as above defined, and reference to male employees shall include female employees.

ARTICLE II

VACATION AND HOLIDAYS

Vacation

2.1 Full-time permanent employees shall earn vacation on the basis of the following schedule:

1. Zero (0) to one (1) year of service: One (1) day every two months.
2. Second (2nd) year of service: Seven (7) days vacation.
3. Third (3rd) year of service: Seven (7) days vacation.
4. Fourth (4th) year of service: Ten (10) days vacation.
5. Five (5) through ten (10) years of service: Fifteen (15) days vacation.
6. After ten (10) years of service: Twenty (20) days vacation.

2.2 Annual vacations with pay are authorized on the following basis:

1. All vacations will be chosen on the basis of position and then seniority.
2. Any unused vacation leave may be carried forward into the next succeeding year only. In the event an employee is unable to utilize during the first six (6) months of the succeeding year any unused vacation time, the Township Committee may consider approval by

resolution, a full-time employee's request, with Department Head approval, to utilize the aforementioned unused vacation time during the last six (6) months of the succeeding year. Unused vacation time from the previous year shall not be utilized so that a vacation will exceed the total for the previous year.

3. Unless specifically authorized by the governing body in advance, extra compensation will not be allowed in lieu of unused vacation. Each and every full-time employee, without exception, must take the authorized annual vacation period for health, rest, relaxation and pleasure.
 4. All vacations are subject to the approval of the department heads and, of necessity, depend upon the work of the Township permitting such vacation leave.
- 2.3 The date of a full-time employee's original appointment shall be used in determining the number of years of continuous employment of the full-time employee for the purpose of computing the amount of vacation leave with pay to be earned in any one (1) year.
- 2.4 Vacation time will commence on January 1st. As follows, during the first calendar year with the Township, vacation time is calculated at the rate of one (1) day for every two (2) months of service from date of hire to a maximum of six (6) days.

2.5 Holidays: The following holidays with pay shall be observed by the Township, unless an alternate or additional day of observance is directed by the governing body.

1. New Years' Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. General Election Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day
13. Floating Holiday (in lieu of Columbus Day)

2.6 Holidays for police officers shall be the actual date of the holiday itself and not the date of which the holiday may be celebrated or observed. Police Officers whose normal workweek is Monday through Friday will recognize holidays the same manner as all other municipal employees, excluding school resource officer.

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- 2.7 When a Township holiday falls on a day when a police officer is on duty, aside from the officer's regular duty pay, the officer shall have the option of choosing additional monetary compensation for the holiday or carry the holiday to be used within a six (6) month period prior to the end of the calendar year. Full-time employees may carry over three (3) holidays which must be used during the first three (3) months of the following calendar year.
- 2.8 Full-time Township employees may utilize the floating holiday subject to the approval of the respective department head.

ARTICLE III

BEREAVMENT LEAVE

- 3.1 In the event of a death in the immediate family of a full-time employee, or the death of a relative who resides with the full-time employee, or the death of a relative with whom a full-time employee lives, the Township will grant a five (5) day leave of absence up to the day of burial with pay to the full-time employee (five (5) days shall be considered five (5) consecutive work days.) Such leave shall be in addition to vacation and sick leave. Approval for leave with pay, exceeding five (5) days, may be submitted to the governing body for consideration. Immediate family means spouse, child, foster child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law or any other relative living in the immediate household. Unusual family situations may, in individual cases, warrant considering another family member as "immediate". In the event of a death of any

other close relative, the Administrator may grant one (1) day leave of absence with pay for the day of burial. The request must be in writing, stating the date of the funeral.

- 3.2 A full-time employee may request one (1) day to attend a funeral for friends.

ARTICLE IV

SICK LEAVE

- 4.1 As used herein, "sick leave" means paid leave that may be granted to each full-time employee who, through sickness or injury, becomes incapacitated to a degree that it makes it impossible for the full-time employee to perform the duties of the position, who is quarantined (by the Board of Health) because of exposure to a contagious disease, or illness in the immediate family which requires the personal attendance of the full-time employee to assure care for the member of the immediate family. The term "immediate family" as referred to herein shall mean wife, husband or child.

- 4.2 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 governing body.

- 4.3 When the absence on account of illness or disability does not exceed three (3) consecutive days during a calendar year, normally the full-time employee's statement of the cause will be accepted without a supporting statement from his attending physician, although the Township with due

cause may have any full-time employee examined by a licensed physician at any time it elects to do so. The Department Head may request that the full-time employee furnish a medical certificate from a physician having personal knowledge of the full-time employee's condition in support of the full-time employee's absence from work. Failure of the full-time employee to submit the medical certificate may result in the sick leave being disapproved and the absence charged as absence without pay. The Township also reserves the right to waive this requirement or to require the full-time employee to be examined by a physician designated by the Township and to have the full-time employee certified as fit for duty before the full-time employee returns to work.

- 4.4 Sick leave which is disapproved will be charged as absence without pay.
- 4.5 During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or biweekly periods from the attending physician and/or a physician designated by the Township. When under medical care, full-time 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.
- 4.6 The following regulations shall apply to sick leaves of all full-time municipal employees:
 - a. Sick leave will be recorded in thirty (30) minute increments;

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- b. Sick leave can be accumulated without limit during each full-time employee's length of service for a period of up to thirty (30) days;
- c. In the first calendar year of employment, full-time permanent employees shall be entitled to 2/3 a day sick leave for each month or fractional part thereof calculated from date of employment. See Ord.96-19;
- d. Thereafter, full-time employees shall be entitled to eight (8) days of sick leave each year which shall be credited to their account at the beginning of the year;
- e. Any amount of sick leave used which exceeds the amount accrued to a full-time employee's account at time of separation from the Township will be deducted from the final salary payment. Upon termination for any reason accumulated sick time will be forfeited.
- f. Temporary and seasonal employees shall not be eligible for sick leave with pay;
- g. If a full-time employee is unable to report for work due to illness, this fact shall be reported to the department prior to one (1) hour before the start of the normal work day;
- h. Any full-time employee on sick leave and receiving his normal compensation who, in addition, qualifies for payments under workers' compensation weekly benefits

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shall, during the period he is receiving such weekly benefits, be entitled to only to that portion is his regular salary which with the workers' compensation payments, equals his normal salary.

- 4.7 The date of a full-time employee's original appointment shall be used in determining the number of years of continuous employment of the full-time employee for the purpose of computing the total amount of sick leave accumulated by such full-time employee in any one (1) year.
- 4.8 The sick leave incentive plan for all regular employees is based on attendance for a normally scheduled workday. One day's regular pay equals employee's base pay. The incentive plan will only apply after the accumulating thirty (30) days, thereafter to be paid annually for unused sick time.

<u>Absent</u>	<u>Incentive (Based on Regular Pay)</u>
1 day	3.5 days' pay
2 days	3.0 days' pay
3 days	2.5 days' pay
4 days	2.0 day's pay
5 days	1.5 days' pay
6 days	1.0 days' pay
7 days	0.5 days' pay
8 days	0.0 days' pay

- 4.9 This program shall run January 1st to December 31st of a calendar year. Any employee hired during that period qualifies for recognition on a prorated basis. Any employee leaving employment during the year does not qualify for the program. Each employee needs to accumulate thirty (30) days sick time to be eligible.
- 4.10 Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which full-time municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

ARTICLE V

MILITARY LEAVE

- 5.1 A full-time permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.
- 5.2 A full-time permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted leave of absence for such period of training. Such leave is not considered military leave.
- 5.3 A full-time permanent employee or temporary or provisional with one (1) year or more of service who is a member of the National Guard or a

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reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training, shall be granted leave of absence with pay for such period of time not to exceed fourteen (14) days in any calendar year. The absence shall be in addition to regular vacation leave and compensation is not to be offset by military wages earned while absent.

ARTICLE VI

PERSONAL DAYS

- 6.1 Each full-time employee shall be entitled to two (2) personal days.
- 6.2 Personal days shall be credited to their account at the beginning of the year and any amount of personal days used which exceeds the amount accrued to a full-time employee account at the time of separation from the Township will be deducted from final salary payment.
- 6.3 Personal days must be requested in advance and must be approved by the Department Head. Emergency request for personal days with two (2) hour notice will not be unreasonably withheld.

ARTICLE VII

MATERNITY LEAVE

- 7.1 Full-time employees may use their accrued sick, personal and/or vacation leave for maternity purposes. The period of actual incapacity for work must be supported by a physician's certificate.

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ARTICLE VIII

LEAVE FOR EDUCATIONAL TRAINING

- 8.1 Required educational training classes. A full-time employee may attend required educational training classes on a scheduled workday with the submittal of documentation and Department Head approval to the Township Committee. Employees shall not be compensated for educational training classes scheduled on non-workdays unless the Director of Public Safety requires an officer to attend on a non-work day.
- 8.2 Non-required educational training classes. A full-time employee who desires to attend non-required educational training classes shall submit documentation and Department Head approval to the Township Committee for prior permission to attend a non-required educational training class.

ARTICLE VIV

WORKING TIME AND ATTENDANCE


- 9.1 Accurate and complete time and attendance records shall be maintained by each Department Head of the Township of Plumsted. The person in charge of the department or office or unit shall certify at least each pay period as to the accuracy of the time reports or records.
- 9.2 All full-time township employees shall be at their assigned posts or points of duty on time on each working day, unless on vacation, ill, absent, or on

- leave, except when their assigned tour of duty requires some other starting hour.
- 9.3 Being punctual and on time is of utmost importance; consequently, any lateness and the reason for it shall be noted on the time report. Recurring or chronic tardiness or unexplained absences from the post of duty shall be referred to the governing body by the Department Head for appropriate action and shall be the basis for disciplinary action against the offending full-time employee.
- 9.4 Any change in the approved Township office hours must be authorized in advance by the governing body, except in emergency matters or times.
- 9.5 The Township and the PBA recognize during the duration of this contract the existing work schedule is a ten (10) hour shift – four (4) days on, three (3) days off. The Township may change an officer's steady shift assignment in order to accommodate training, satisfy manpower need or other operational concerns. When school is in session, the school resource officer shall have an eight (8) hour shift – five (5) days on and two (2) days off.

ARTICLE X

OVERTIME

- 10.1 Overtime is payable at the rate of one and a half (1½) times the full-time employee's hourly rate for hours worked in excess of forty (40) hours in any week. The aforementioned forty (40) hours shall specifically not include legal holidays, vacation and sick time.

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10.2 If an officer is recalled to headquarters or court he will be guaranteed two (2) hours pay as a minimum.

ARTICLE XI

DEDUCTIONS FOR ABSENCE WITHOUT PAY

11.1 Deductions in salary for absence without pay shall be computed on the basis of the full-time employee's hourly rate of pay.

ARTICLE XII

SALARY

12.1 Bargaining unit full-time employees shall receive salaries as set forth in Schedule A of this Contract.

ARTICLE XIII

LONGEVITY

13.1 The Township will pay longevity bonus to officers as follows:

7-11 years of service	\$500.00 annually
12 or more years of service	\$1,000.00 annually

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ARTICLE XIV

ABSENCES IN GENERAL

- 14.1 Absences from duty shall be classified as "illness", "vacation", or "other" and shall be so noted on the daily time reports. An authorized leave of absence shall be reported as "illness" or "other", depending on its nature.
- 14.2 Each full-time employee must notify his or her Department Head of any absence from duty. If not possible to do so in advance of the working day, the report shall be made by telephone or otherwise as early as possible on the day the full-time employee is absent. The Department Head shall then notify the Township Administrator of the absence. If impossible to contact his Department Head, the full-time employee shall so notify the Township Administrator.
- 14.3 A leave of absence without pay may be requested by any full-time employee, who shall submit in writing all facts bearing on the request to his Department Head, who will append his recommendations and forward the request to the Township Administrator for consideration by the governing body. Each case will be considered on its merits and without establishing a precedent.
- 14.4 The reason for each absence listed on the time report as "other" shall be noted thereon, with a statement, whether or not it is approved by the Department Head.

- 14.5 A full-time employee who is certified as absent on account of a disability or accident caused in the usual course of his employment and directly in line of duty shall not have such absence charged against his sick leave. All other provisions regarding absence on account of sickness or disability apply to full-time employees suffering job disability or accident.
- 14.6 On the job injury. When a permanent full-time or part-time employee is injured or disabled resulting from or arising out of his/her employment, the governing body may grant a leave of absence for said employee for a period not exceeding six (6) months, provided that the Township's physician or some other physician appointed by the Township shall certify to such injury or disability in a written opinion to the governing body.
- 14.7 Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which full-time municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.
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ARTICLE XV

SEPARATION FROM SERVICE

The following regulations shall apply to the separation of employer-employee relations between full-time employees of the Township of Plumsted and the municipality as Employer:

- 15.1 Separation from the service of the Township may result from voluntary resignation of the full-time employee or from the termination of his services by the governing body.
- 15.2 The written resignation of a full-time employee received by the department head shall be attached to his personal history file and shall be reviewed by the department head prior to the effective date of the full-time employee's separation.
- 15.3 Full-time employees who resign shall tender their resignations, in writing, if possible, at least two (2) weeks prior to the requested effective date of the resignation in order to provide sufficient time for appointing and breaking in the successor.
- 15.4 If a full-time employee resigns, the department head shall interview him to determine, if possible, whether there is a reason other than that stated for the full-time employee's leaving the service of the Township. All resignations, supported by all pertinent data available, shall, whenever time permits be referred to the governing body before the effective date of the resignation.

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- 15.5 Termination of a full-time employee's services for cause can only be accomplished by the governing body after a hearing has been provided to the full-time employee.
- 15.6 All full-time employees shall, upon leaving the service of the Township, complete and sign the "termination receipt" when receiving their final compensation. This receipt shall be filed in the full-time employee's personal history file as evidence of the satisfaction of all claims against the Township.
- 15.7 Any full-time employee who experiences a voluntary separation from the service of the Township, upon obtaining retirement age or after twenty-five (25) continuous years of service with the Township, shall be entitled to continue his or her insurance coverage through the Township, provided that the full-time employee assume and pay for the entire cost of the insurance premiums for that former full-time employee. If possible, such insurance premiums shall be paid directly to the insurance carrier.
- 15.8 All full-time employees shall, upon leaving the service of the Township, return all keys, identification cards and any other Township property which they have in their possession as a result of their employment prior to their receiving their final compensation. The keys, identification cards and other Township property shall be turned into the Township Clerk's Office and the Township Clerk's Office shall issue a letter setting forth the items returned to the Township by the full-time employee and shall provide a

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copy to the full-time employee for submission to the Chief Financial Officer for payment of final compensation due the full-time employee.

ARTICLE XVI

MANAGEMENT RIGHTS

16.1 The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

- A. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement.
- B. The rights to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Employer.
- C. To reprimand, suspend, discharge or otherwise discipline full-time employees to work.
- D. To hire, promote, transfer, assign, reassign, layoff, and recall full-time employees to work.

- E. To determine the number of full-time employees and the duties to be performed.
 - F. To maintain the efficiency of full-time employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.
 - G. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.
 - H. To determine the number , location and operation of divisions, departments, work sections and all other work units of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
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- I. To make or change Employer rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.
 - J. And otherwise generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.

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16.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall only be limited by the language of this clause.

16.3 In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Employer or any of its authorized managerial executives or supervisory personnel.

ARTICLE XVII

JURY DUTY

17.1 It is the public policy of the Township to encourage full-time Township employees to perform all their duties and responsibilities of citizenship, and accordingly, if any full-time municipal employee is legally selected for jury duty, every effort shall be made to enable such full-time employee to serve as juror. Each full-time employee shall be paid for time served as juror in such amount as will compensate the full-time employee for any loss sustained by the full-time employee, being the difference between the amount of salary and juror's compensation for the days required in service as juror.

ARTICLE XVIII

INSURANCE

- 18.1 Full-time employees are provided with medical and prescription benefits paid for by the Township. The level of benefits provided are either HMO, EPO or PPO as chosen by the employee. Should an employee a traditional plan, the employee shall be responsible for the difference in cost to the Township provided coverage and traditional coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.
- 18.2 Insurance eligibility is the first day of the month following two (2) months of full-time employment.
- 18.3 Dependent Health care and Prescription Plan – The Township will agree to provided Family Health Care and Prescription Plan as follows:
- Probationary Officers – Available at employee’s expense.
- After one (1) year of service – Township will pay 50% of cost for dependent coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.
 - After two (2) years of service – Township would pay 100% of cost for dependent coverage.

The co-pay for medical and prescription coverage under the EPO plan is \$10.00. The co-pay for medical and prescription coverage under the PPO plan is \$15.00. The co-pay for medical and prescription coverage under the HMO plan is according to the plan design as chosen by the employee.

18.4 Optical Coverage – The Township would agree to provide optical coverage on January 2004. Optical coverage is available to the employee's dependents at the employee's expense for Probationary Officers.

- After one (1) year of service – Township will pay 50% of cost for dependent coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.
- After two (2) years of service – Township would pay 100% of cost for dependent coverage.

The co-pay and deductibles for optical will be according to the plan design as chosen by the employee.

18.5 Dental Coverage – The Township would agree to provide dental coverage on January 2005. Dental coverage is available to the employee's dependents at the employee's expense for Probationary Officers.

- After one (1) year of service – Township will pay 50% of cost for dependent coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.
- After two (2) years of service – Township would pay 100% of cost for dependent coverage.

The co-pay and deductibles for dental will be according to the plan design as chosen by the employee.

18.6 The Township is currently considering the adoption of an insurance opt-out program. If this program is adopted, the members of this Unit will be

eligible to participate in such program. Under the program, the Township would pay to the employee opting out of coverage up to fifty percent (50%) of the savings realized by the Township.

ARTICLE XIX

GRIEVANCE PROCEDURE

- 19.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- 19.2 Nothing herein shall be construed as limiting the right of the full-time employee having the grievance to discuss the matter informally with any appropriate member of the Township.
- 19.3 In regard to the Township and the full-time employees covered by this Agreement, the term "grievance", as used herein, means complaint or controversy arising over the interpretation or applications of the terms and conditions of this Agreement.
- 19.4 The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent.

Step One:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the

differences between the aggrieved full-time employee and the Township Administrator or designee for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Township Administrator or designee shall answer the grievance, in writing, within five (5) calendar days of the receipt of the grievance in writing, which shall be given to him no later than fifteen (15) calendar days after the grievance has occurred.

Step Two:

If the Union wishes to appeal the decision of the Township Administrator or designee, such appeal shall be presented to the Township Committee or designee within fourteen (14) calendar days after the Township Administrator or designee's decision or the date by which the decision should have been rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Committee or designee shall schedule a meeting with the full-time employee and the Union within fourteen (14) calendar days after the receipt of the written submission. The Committee or designee will respond in writing within ten (10) calendar days of said meeting.

Step Three:

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days of the date of the Employer's decision in Step Two. If an unresolved

grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step Two answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy suggested.

19.5 a. The parties or party acting jointly or separately, shall request New Jersey State Public Employment Relations Commission (PERC) to proceed with their processing of the grievance arbitration request.

b. The cost of the arbitrator and the expense of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. However, if only one party desires a court reporter, said party must bear the cost for the same. If both parties request a copy of the transcript, the fee for the same should be shared equally. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the New Jersey Courts. The decision of the arbitrator shall be final and binding for the parties of this Agreement, subject to either parties' statutory right to appeal the same.

19.6 The time limits expressed herein shall be strictly adhered to. If any grievance has not been initialed within the time limits set forth, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the

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grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing and signed by representatives of both parties, to expand or contract the time limits for processing the grievance at any step in the procedure.

ARTICLE XX

SAVINGS CLAUSE

- 20.1 It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstance 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.
- 20.2 Nothing in this Agreement shall serve to supersede or invalidate any provisions of any Federal, State or Local law; or any provisions of the revised General Ordinances of the Township of Plumsted, except as specifically amended by the terms of this Agreement.



ARTICLE XXI

PBA DUTIES

21.2 Prohibiting Practices:

Neither the PBA nor any employee shall engage in any of the following practice:

- a. Restrain or coerce any employee in exercise of any rights granted under this Agreement.
- b. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employer or employee organization or attempt to cause the employer to violate any rights of the employee.
- c. Discriminate against any employee because he has signed or filed an affidavit, petition, or complaint or any other form of process, or given any information or testimony alleging violations of this Agreement.
- d. Discriminate against any employee covered by this Agreement because of race, sex, creed, color, age, national origin, religion, affiliation, PBA or non-PBA; or discriminate in the application or interpretation of the provisions of this Agreement or to discriminate against any employee wherein such discrimination is prohibited by any law of the State of New Jersey or of the United States.

- e. Discriminate against any employee who has filed a grievance pursuant to Article 18 of this Agreement or any other Article of this Agreement.
- f. To initiate, authorize or participate in any strike.

ARTICLE XXII

MANAGEMENT DUTIES TO THE UNION

- 22.1 The Employer shall provide the following materials to every employee:
 - a. A copy of the special orders, general orders, training bulletins and rules and regulations, and new Township ordinances where potentially applicable to police operations on a one-time basis.
 - b. A copy of this Agreement for all employees on a one-time basis.
- 22.2 The Employer shall not engage in the following practices:
 - a. Interfere with, restrain, and/or coerce any employee in the exercise of rights granted in this Agreement.
 - b. Dominate, interfere, or assist in any manner, shape or form in the formation, existence, or administration of any employee organization, or contribute financial support to any such organization.
 - c. Encourage or discourage membership in any manner, shape or form in employee organization by discriminating in hiring, training or in any other term or terms or conditions of employment.

5/1/2018

- d. Discharge or discriminate against any employee because he has filed any affidavit, petition, grievance or complaint or any other process; or given any information or testimony alleging violations of this Agreement, or because he has formed, joined or chosen to be represented by an employee organization,
- e. Discriminate against any employee because of sex, creed, color, age, national origin, religion, PBA or non-PBA, or affiliation, or discriminate in the application of interpretation of the provision of this Agreement.

ARTICLE XXIII

EMT CERTIFICATION

23.1 Upon satisfactory proof of certification a once a year stipend will be paid in the amount of \$500.00 for full-time permanent officers (not probationary) that possess and maintain a current Emergency Medical Technician Certification. Training for EMT certification shall not be eligible for paid leave time or completed on duty as training.

ARTICLE XXIV

UNIFORMS

- 24.1 The Township agrees to establish accounts at vendors of the officers' choice in the amount of \$500.00 per year for purchase, cleaning and maintenance of uniforms pursuant to New Jersey Statutes.
- 24.2 If an employee leaves prior to one (1) full year of service, he shall be responsible to reimburse the employer for the cost of his uniform.

ARTICLE XXV

LEAVE TIME

- 25.1 All provisions relating to calculations of leave time (i.e. sick time, vacation, comp time, etc.) will be converted to and calculated in hours, all current accumulated time will be converted with no loss of time.

ARTICLE XXVI

DURATION OF AGREEMENT

- 26.1 This Agreement shall be retroactive to January 1, 2006 and shall remain in effect to and including December 31, 2009.
- 26.2 This Agreement shall continue and remain in full 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 120 days and not less than 90 before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2009.

ATTEST:

TOWNSHIP OF PLUMSTED

Dorothy J. Hendrickson Ronald S. Dancer
RONALD S. DANCER, MAYOR

ATTEST:

PLUMSTED PBA LOCAL 168

Dorothy J. Hendrickson Earl E. Marney Jr.

SCHEDULE A

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Probationary	\$28,500	\$29,498	\$30,530	\$31,598	\$32,704
1	\$32,000	\$33,120	\$34,279	\$35,479	\$36,720
2	\$35,840	\$37,094	\$38,393	\$39,736	\$41,127
3	\$39,424	\$40,804	\$42,232	\$43,710	\$45,240
4	\$43,566	\$45,091	\$46,669	\$48,302	\$49,993
5	\$47,000	\$48,645	\$50,348	\$52,109	\$53,934
6	\$50,000	\$51,750	\$53,561	\$55,436	\$57,376
7	\$53,000	\$54,855	\$56,774	\$58,762	\$60,819
8	\$56,000	\$57,960	\$59,989	\$62,088	\$64,261
Cpl.		\$60,278	\$62,388	\$64,571	\$66,831
Sgt.		\$62,596	\$64,788	\$67,055	\$69,401

-
- Sgt. at 8% above Step 8
 - Cpl. at 4% above Step 8

* A present Corporal will move to Corporal rate after one (1) year at Step 8.

**TOWNSHIP OF PLUMSTED
&
PLUMSTED PBA LOCAL 168**

**SETTLEMENT AGREEMENT
&
SIDE BAR AGREEMENT**

(PERC DOCKET NO: AR-2007-661)

This Settlement/Sidebar Agreement, entered into this 13th day of ~~August~~^{Sept} 2007, by and between the Township of Plumsted ("Township") and the Plumsted PBA Local 168 ("PBA") is intended to resolve the outstanding Grievance Arbitration (bearing PERC Docket Number AR-2207-661), and to clarify, amend and supplement the existing Collective Bargaining Agreement between the Township and the PBA as it relates to calculation of sick, vacation, floating holiday and personal leave, as well as the clothing allowance afforded to each member of the PBA covered by the collective bargaining agreement which is in effect from January 1, 2006 through December 31, 2009.

I. **Purpose:** The purpose of this Settlement/Sidebar Agreement is to resolve and settle the outstanding Grievance Arbitration filed by the PBA, and to bind the Township and the PBA to the clarification of existing Collective Bargaining Agreement terms and to provide additional terms not set forth in the existing Collective Bargaining Agreement.

II. **Terms and Conditions:** It is expressly understood and agreed by and between the Township and the PBA as follows:

1. **ARTICLE II:** The Floating Holiday set forth in sections 2.5 and 2.8 of the existing Collective Bargaining Agreement shall be computed on the basis of the actual number of hours worked by the officer on the date he/she seeks to utilize the floating holiday. For example, if an employee works an eight (8) hours shift on October 8th and seeks to use a floating holiday, the employee will receive an 8-hour Floating Holiday leave on the date. However, if the employee works a ten (10) hour shift on October 8th, the employee will receive a 10-hour Floating Holiday leave on the date.

2. **ARTICLE VI:** The two (2) Personal Days set forth in this Article shall be computed on the basis of the actual number of hours worked by the officer on the date he/she seeks to utilize the personal day. For example, if an employee works an eight (8) hours shift on October 8th and seeks to use a personal day on that date, the officer will receive an 8-hour Personal Day on the date. However, if the employee works a ten (10) hour shift on October 8th, the employee will receive a 10-hour Personal Day on the date.

3. The Floating Holiday set forth in paragraph 1 above (and Article II of the Collective Bargaining Agreement), and the Personal Days set forth in Paragraph 2 above (and Article VI of the Collective Bargaining Agreement) must be utilized and taken as a full day. Specifically, no officer can take ½ a Personal Day and/or ½ a Floating Holiday, as the officer must take the full floating holiday and/or full personal day. Personal Days and Floating Holidays cannot be taken in any increment smaller than a full day.

4. If an Officer worked a 10 hour shift in the year 2006 through the execution of this Settlement/Sidebar Agreement, and sought to utilize a Floating Holiday or Personal Day when he/she was working said 10-hour shift, and the officer was required to utilize additional leave time to be paid for a full 10 hours, said employee shall have credited to him the additional leave time he/she utilized. For example, if an employee worked a 10 hour shift on December 11, 2006 and sought to utilize either his/her Floating Holiday or Personal Day on that date, and said employee was required to utilize 2 hours of vacation leave to be paid for a full Floating Holiday or Personal Day because the Township calculated the Floating Holiday or Personal Day on an eight hour basis, the employee shall have returned and credited to his/her vacation time the two hours he/she was required to utilize on December 11, 2006. This example applies for any date on

which the officer was required to utilize additional leave time to make a full day off.

5. It is expressly understood and agreed between the parties that an officer will be entitled to take (or have taken) a 10-hour Floating Holiday or 10-hour Personal Day only if said officer was working a 10-hour shift on the date he/she seeks (sought) to utilize the Floating Holiday or Personal Day.

6. **ARTICLE II:** The "day" set forth in this Article of the Collective Bargaining Agreement regarding vacation leave days shall be determined and calculated to be based upon an eight (8) hour day to determine the total number of vacation leave hours an officer is entitled. Specifically, it is agreed and understood by and between the parties that a "day" within the meaning of this Article regarding vacation leave shall be defined to mean an eight (8) hour day, regardless of the shift the officer works. Thus, for example, an officer who is in his 7th year of service shall be entitled to a total of 120 hours of vacation leave (15 days multiplied by 8 hours).

7. **ARTICLE IV:** The "day" set forth in this Article of the Collective Bargaining Agreement regarding sick leave days shall be determined and calculated to be based upon an eight (8) hour day to determine the total number of sick leave hours an officer is entitled. Specifically, it is agreed and understood by and between the parties that a "day" within the

meaning of this Article regarding sick leave shall be defined to mean an eight hour day, regardless of the shift the officer works. Thus, for example, an officer who receives the full eight (8) days of sick leave shall have a total of 64 hours of sick leave to be utilized as sick leave (8 days multiplied by 8 hours).

8. **ARTICLE XXIV:** The uniform allowance set forth in this Article of the Collective Bargaining Agreement shall be modified to reflect that in the years 2006 and 2007, officers shall be entitled to a total accumulated uniform allowance of \$1,000. Thus, the \$500 set forth in the Collective Bargaining Agreement for the year 2006 and the \$500 set forth for the year 2007 can combined and may be utilized in each of the years. Specifically, officers will be granted a total uniform allowance not to exceed \$1,000 to be used during the years 2006 and 2007. (This shall not be interpreted to mean \$1,000.00 in each year, but rather a total of \$1,000 cumulative between the two years). Any portion of this uniform allowance money which is not utilized by December 31, 2007 shall be forfeited and shall not carry over.

In each of the remain years of the Collective Bargaining Agreement, the uniform allowance set forth in Article XXIV shall apply, meaning that officers are entitled to a \$500.00 uniform allowance for each of the years 2008 and 2009. No portion of the \$500 uniform allowance from 2008 shall carry over into 2009, and no portion of the \$500 uniform

allowance from 2009 shall carry over into the next year. If the \$500 uniform allowance is not used in the year it is granted, said remaining portion of the allowance shall be forfeited.

9. ARTICLE XXIV: It is expressly understood and agreed between the parties that the uniform allowance set forth in this Article shall be inclusive of both uniform clothing purchase and uniform clothing maintenance. Thus, if an officer's uniform is damaged while the officer is performing his/her official duties, the officer will be responsible for the replacement of that uniform (or portion thereof) which was damaged out of his/her uniform allowance.
10. The PBA withdraws its grievance and shall advise the arbitrator that the matter has been settled.
11. By entering into this Settlement/Sidebar Agreement, the parties agree to resolve the issues raised in the PBA's request for Grievance Arbitration (PERC Docket No. AR-2007-661), and said Grievance Arbitration shall be settled without any admission of liability on the part of the Township of the PBA. Both parties enter into this Settlement/Sidebar Agreement with the express statement and acknowledgement that it does so without admitting any liability.

12. This Settlement/Sidebar Agreement cannot be utilized in any other proceeding, including any arbitration, except for the limited purpose of the enforcement of the terms and conditions of this Settlement/Sidebar Agreement.

III. **WHO IS BOUND:** All parties are bound by the terms of this Settlement/Sidebar Agreement. Anyone who succeeds to their rights and responsibilities is also bound. This Settlement/Sidebar Agreement is made for the benefit of all parties and all who succeed to their rights and responsibilities.

IV. **COMPLETENESS:** Both parties acknowledge and agree that this Settlement/Sidebar Agreement represents the entire agreement reached between the parties, and that that no other promises or representation have been made by either party aside from what is contained herein.

V. **ACKNOWLEDGMENT:** The undersigned hereby acknowledge and represent that they enter into this Settlement/Sidebar Agreement voluntarily, and are not being forced or otherwise coerced into doing same.

The parties further acknowledge and represent that they have had the opportunity to review this Settlement/Sidebar and consult with an attorney of their own choosing.

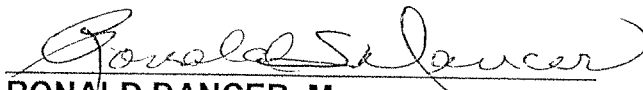
The Parties further acknowledge and represent that they enter into this Settlement/Sidebar Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, the parties have hereunto affixed their hand and seals.

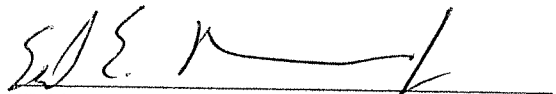
ATTEST:

THE TOWNSHIP OF PLUMSTED


PLUMSTED PBA LOCAL 168


RONALD DANCER, Mayor

9-13-07
(date)


EARL MARONEY, President

9/13/07
(date)


~~DOROTHY, HENDRICKSON, RMC/GMC~~
NANCY P. HENDRICKSON, RMC
DEPUTY MUNICIPAL CLERK

9/13/07
(date)



9/13/07
(date)