

**AGREEMENT**

**between**

**TOWNSHIP OF LACEY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
DISTRICT COUNCIL 71, LOCAL 3304H**

**EFFECTIVE JANUARY 1, 2000 through DECEMBER 31, 2002**

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THIS AGREEMENT, made this 11<sup>th</sup> day of January 2001, by and between the TOWNSHIP OF LACEY, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME), District Council 71, hereafter referred to as the "Union," as bargaining agent and on behalf of certain employees of the Lacey Township Police Department, Township of Lacey, County of Ocean, State of New Jersey, hereafter referred to as "Employee."

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties herein to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees of the Employer recognized as being represented by the Union hereby agree as follows:

**ARTICLE I**

**RECOGNITION AND SCOPE OF AGREEMENT**

- A. The Employer hereby recognizes AFSCME as the sole and exclusive representative of all Employees in the negotiation of this Contract Agreement and for the purposes of collective bargaining and all other activities and processes relative thereto.
  
- B. The bargaining unit will consist of all of the regular full-time police Public Safety Telecommunicators of the Lacey Township Police Department now employed or hereafter employed.
  
- C. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.
  
- D. This Agreement shall be binding upon the parties hereto.
  
- E. The Union recognizes that pursuant to New Jersey Statute, they have no right to strike.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement, unless otherwise designated, the Mayor and the Employer or his designee and members of the Committee as designated by the Township Committee or the Township of Lacey and the President of the Union or his designee, including an attorney provided reasonable notice is given to Employer, together with members of his negotiating committee, shall be the respective negotiating agents for the parties.
  
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
  
- C. Employees of the Employer who may be designated by the Union to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings when applicable as long as no overtime is incurred.

### ARTICLE III

#### DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin or political affiliation.
- B. No material derogatory to Employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the Employee has had an opportunity to review the material by affixing his/her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example: rebuttal, answer, etc.) to such material and this reply shall be attached to the document to which it is in reply, as long as the document is in the Employee's file.
- C. A personnel file shall be established and maintained for each employee covered by this Agreement; personnel history files are confidential and shall be maintained in the office of the Chief of Police. Any member of the union shall have the right to review his/her file on reasonable notice and at reasonable times. When a written complaint or any derogatory or negative material concerning any member of the Union or his/her actions is to be placed in his/her personnel file, a copy shall be made available to said member.

## ARTICLE IV

### INCREMENTS-DEFINITION

For the purpose of this contract, any reference to the term “increments” shall be defined as follows:

#### Full-Time Employees Hired After January 1, 1974

An employee who is hired on a full-time basis by Township of Lacey subsequent to January 1, 1974 shall have his/her increments determined as follows:

#### January Increment

If an employee is employed on the 1<sup>st</sup> day of January up through and including the 30<sup>th</sup> day of June, then that employee’s increment shall be determined as of January 1<sup>st</sup> of the following calendar year.

#### July Increment

Any employee who is employed on or after the 1<sup>st</sup> day of July of any calendar year up through and including the 31<sup>st</sup> day of December of any calendar year, shall have his/her increment measured as of July 1<sup>st</sup> of the following calendar year. That all future increments of employees who are hired subsequent to January 1, 1974, shall have the future increments based upon the anniversary of the January or July increment as set forth above.

## ARTICLE V

### SICK LEAVE

- A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay pursuant to the following schedule.
1. Reporting Sick or Injured: Public Safety Telecommunicator unable to report for duty because of sickness or injury or to attend a sick or injured family member shall make an immediate report to the Commanding Officer or Desk Officer, in person or by telephone. If unable to report, a relative or other responsible person shall notify the Commanding Officer or Desk Officer of all pertinent facts either in person or by telephone.
  2. Address of Confinement: Public Safety Telecommunicators, when sick or injured, shall be responsible for notifying their supervisors as to their places of confinement and of any subsequent changes in their places of confinement.
  3. Sick or Injured on Duty: Public Safety Telecommunicators who become sick or who are injured on duty shall report the facts to the Commanding Officer and shall remain on duty until relieved, unless excused by a superior officer. The only exception is when sickness or injury is disabling to the point of preventing compliance.
  4. Accumulated Sick Leave: Public Safety Telecommunicators shall accumulate sick leave at the rate of fifteen (15) days for each full year of continuous employment in the department. Public Safety Telecommunicators having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof until new time has been accumulated and earned by



the employee by subsequent employment. Newly appointed Public Safety Telecommunicators shall accrue one day of sick leave for each full month worked until the completion of the first year.

5. Verification of Sick Leave

(a) All Public Safety Telecommunicators who shall be absent on sick leave for five or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(b) A Public Safety Telecommunicator who has been absent on sick leave for periods totaling ten days in one calendar year, consisting of periods of absence of less than five days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or a recurring nature requiring continuing absences of one day or less, in which case only one certificate shall be necessary for a period of six months.

(c) The Chief of Police may require a proof of illness from Public Safety Telecommunicators on sick leave whenever such requirement appears reasonable. Abuses of sick leave shall be cause of disciplinary action.

(d) When the Township requires verification in (a), (b), and (c), above, the Township will pay for same. The Township may require the employee to be examined by the Township doctor.

6. Examination: The Chief of Police may require a Public Safety Telecommunicator who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Department, by a physician designated by the Department. Such examination shall establish whether the Public Safety

Telecommunicator is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

7. Dental and Optical: Sick leave will not be allowed for ordinary dental care nor for the services of an oculist for normal eye care, as such services are readily available outside of work hours.
8. Outside Employment: No Public Safety Telecommunicator, while on sick leave from the Department, shall be employed elsewhere or engaged in any outside work or employment.
9. Unauthorized Absence: Public Safety Telecommunicators who absent themselves in an improper manner shall be subject to disciplinary action. Unauthorized absence occurs when Public Safety Telecommunicators:
  - (a) are not at home or who are not at their place of confinement, while on sick leave, when visited by the Department surgeon or a Superior Officer in the Department;
  - (b) feign illness or injury;
  - (c) deceive the Department surgeon in any way as to their true condition;
  - (d) are injured or become sick as a result of improper conduct or practices;
  - (e) violate any provisions concerning the reporting of sickness or injury.
10. Retirement and Termination Benefit
  - (a) Upon retirement through an approved retirement system; or
  - (b) The death of an employee while employed by the Township; or
  - (c) An employee voluntarily terminating his services with the Township after ten (10) years continuous service and without any disciplinary action pending; such

employee or his estate shall be entitled to a lump-sum payment for earned and unused accumulated sick leave computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation excluding overtime received during the last year of his employment prior to the date of his retirement or his death, provided, however, that no such payment shall exceed twelve thousand dollars (\$12,000.00).

(d) In accordance with this section, the employee so retiring or terminating services, must notify the Township no later than January 15<sup>th</sup> of the year in which she/he intends to retire or leave employment in order to receive payment in that calendar year. Failure to notify by January 15<sup>th</sup> will result in a delay to the following calendar year for receipt of payment.

11. The Township reserves the right to extend sick leave.
12. Annual Sick Leave Buy-back For Employees: Effective January 1, 1998, if an employee has accumulated forty (40) days of sick leave and has not used more than seven (7) days in the prior year, the employee may buy back 15 days of his/her yearly accumulated sick leave at 75% of the previous year's base rate of pay. He/she shall apply in writing between January 1 and January 4 of the succeeding year, and payment shall be made by the second pay period in January.

**ARTICLE VI**

**PERSONAL DAYS**

- A. 1. The employees shall be granted four (4) personal days off with pay during the course of any calendar year.
- 2. There shall be sixteen (16) hours of training at the Chief's discretion.
- B. Personal days shall not accumulate from one year to the next. Personal days not used during the course of the year in which they were granted shall be converted into sick days and may be used under the provisions of Article V.
- C. An employee covered by this contract will be granted one (1) administrative day off for every six (6) months worked without sick leave. Administrative days shall not be accumulated while on Worker's Compensation time off. Days which have been accumulated prior to any Worker's Compensation leave will remain as accumulated time and accumulation of time will continue after returning to work and being removed from Worker's Compensation.

**ARTICLE VII**

**DEDUCTION OF MEMBERSHIP DUES**

Upon receipt of written voluntary authorization and assignment of an Employee covered by this Agreement, on a form agreed upon between the Employer and the Union, the Employer agrees to deduct membership dues (and, when applicable, initiation fee) in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and other extension or renewal thereof. The Employer shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

**ARTICLE VIII**

**EMPLOYEE RIGHTS**

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause.
- B. Whenever any employee is required to appear before any Township Official, Township Committee or member thereof concerning any matter which could adversely affect the continuation of that employee in their position or employment, said employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise them and represent them during such meeting or interview.

**ARTICLE IX**

**MANAGEMENT**

Nothing in this agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules and regulations to:

- A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible;
- B. Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard establish reasonable work rules without creating undue hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the Union, with applicable amendments thereto. The parties agree that all items not specifically listed herein are retained by the Township.

**ARTICLE X**

**SENIORITY**

The date of employment shall determine the rank of seniority. In the event that both members of the Union were appointed to their present rank on the same date, the individual with the highest ranking on the Civil Service examination will be senior.

**ARTICLE XI**

**HOURS/SCHEDULES**

A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continually through the seven (7) day week and that the standard work week shall consist of the tours of duty schedule as promulgated by the Chief of Police.

B. The tours of duty shall be guaranteed minimum of forty (40) hours a week as established by the Chief of Police. Hours of work will be defined as the following:

First Shift (2245-0715) Second Shift (0645-1515)  
Third Shift (1445-2315) at eight and one half hours per day

Employees will pick shifts, based on seniority, annually.

Hours of work will not be adjusted to avoid overtime.

The overtime shall be distributed using one (1) list by rotating seniority.

A shift differential for the First shift of fifty cents (\$.50) per hour.

Switches mutually agreed upon by two employees will be completed within one year.

Division Commander or Supervisor shall approve of same. Switch will not exceed more than five (5) consecutive working days.

When a shift opening occurs, all employees will be given the opportunity to fill the position. Seniority will be the determining factor.

C. It is recognized by the parties that coffee breaks and lunch time are part of the tour of duty and paid by the Township. These coffee breaks will consist of a 30-minute meal break and a 15-minute coffee break, which may be scheduled to run consecutively, mutually agreed upon by the employee and supervisor.

## ARTICLE XII

### OVERTIME

- A. The employer agrees that overtime consisting of time and one-half (1-1/2) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal eight (8) hour work day or in excess of the normal forty (40) hour work week.
- B. Employees shall not be paid overtime for hours of work in excess of the normal workday unless such overtime is authorized in writing and submitted to the Chief of Police in voucher form.
- C. In the event an employee is called in to duty other than his/her normal assignment, she/he shall be paid overtime at a rate of time and one-half (1-1/2) for all time worked during such period. In no such case shall she/he be paid less than four (4) hours, but four (4) hours must be worked by the employee. If any less than four (4) hours are worked, by agreement of the employee and supervisor, the employee will only be compensated for overtime worked. When called in to duty less than four (4) hours prior to a normal working shift, the employee shall be paid for only the overtime actually worked on that day.
- D. At the employee's option, overtime may be taken in compensatory time accumulated to a maximum of 480 hours. At the time of assignment to overtime an employee must indicate payment in money or compensatory time. This decision may only be changed with the agreement of the Chief of Police. Use of compensatory time must be scheduled sufficiently in advance to allow for the appropriate adjustments of work schedules to deploy personnel.



## ARTICLE XIII

### VACATIONS

Each member of the Union who has had the length of continuous employment specified in the following table shall be entitled to vacation with pay at his/her regular rate of pay. Selection of vacation shall be based on seniority within this organization. Increments are defined in the paragraph below:

First Increment	-	1 day for each and every month an employee has been employed in a full time capacity up to December 31 <sup>st</sup> of the year in which first employed.
Second Increment	-	12 Vacation days
Third Increment	-	15 Vacation days
Fourth Increment	-	15 Vacation days
Fifth Increment	-	15 Vacation days
Sixth Increment	-	19 Vacation days
Seventh Increment	-	19 Vacation days
Eighth Increment	-	20 Vacation days
Ninth Increment	-	20 Vacation days
Tenth Increment	-	20 Vacation days
Eleventh Increment	-	20 Vacation days
Twelfth Increment	-	22 Vacation days

**ARTICLE XIV**

**HOLIDAYS**

A. The following shall be recognized as holidays under this Agreement and be paid at eight (8) hours pay. The holidays are as follows:

New Year's Day	Lincoln's Birthday
Good Friday	July 4 <sup>th</sup> (Independence Day)
Memorial Day	Labor Day
General Election Day	Thanksgiving Day
Veteran's Day	Day after Thanksgiving Day
Columbus Day	Christmas Day
Easter Day	Martin L. King's Birthday
Washington's Birthday	"Floating Holiday"*

\*To be arranged on at least two (2) weeks' notice with the approval of the Chief of Police or his designee.

B. Payment for the above-mentioned holidays will be made on the first payday in the month of November of each and every calendar year. Employees will be paid for these holidays, regardless of whether or not they actually work on said holiday. An employee who terminates employment with the Township of Lacey after receiving payment for the holidays, and before any of said holidays are worked, will have such monies deducted from the last paycheck.

C. Employees who work overtime on a holiday as set forth above, shall receive pay at the rate of time and one-half (1-1/2) for the overtime that they worked.

**ARTICLE XV**

**HOSPITAL AND MEDICAL INSURANCE**

- A. The Employer will provide, at no cost to the Employee and the Employee's family, the following medical coverage: New Jersey State Health Benefits plan or its equivalent and prescription plan.
- B. The employer will provide at no cost the Employee or a family member an annual eye examination by an optometrist mutually agreed upon by the Employer and the Employee.
- C. The Employer will provide annually to each Employee or a family member who so requires, prescription eyeglasses or lenses, the cost of which shall not exceed the annual total of One Hundred Seventy Five Dollars (\$175.00).
- D. Employer shall provide for Employees a New Jersey Dental Service Plan of 80/20 Prosthodontic coverage.
- E. The Employer shall annually provide to each employee an annual medical examination. The employee shall file for reimbursement under the Blue Cross/Blue Shield, Major Medical and any other appropriate health insurance plan; the Employer shall reimburse the employee for non-reimbursed expenses up to a maximum cap of Two Hundred Dollars (\$200.00) per employee. Should the employer require a medical examination for any such reason, same shall be covered in full by the employer.
- F. Effective February 1, 1994, the drug co-payment shall increase to \$5.00 for brand drugs and \$3.00 for generic drugs.
- G. The Township shall pay for employee participation in a Stress Management Program to a maximum of One Hundred Fifty Dollars (\$150.00), once during the life of this Agreement.

- H. Dispatchers shall be eligible to participate in the Township's Employees' Assistance Program to the same extent as are all other Township employees.
- I. Burial Expenses: The Township shall pay up to Five Thousand Dollars (\$5,000.00) to an employee's survivors for burial expenses should an employee be killed in the line of duty.

**ARTICLE XVI**

**CLOTHING ALLOWANCE**

- A. A full, initial clothing allowance will be provided to the employee by the Township of Lacey upon successful completion of the probationary period. Employees in the second and succeeding increments shall receive a clothing allowance of \$700.00 in each year of this contract. Should employer change uniforms, cost of the initial issue to be covered by employer.
- B. Cleaning allowance shall be payable annually to all permanent employees by the Township of Lacey in the amount of \$600.00, which will be paid in full by April 15 of each year.
- C. Clothing damaged in the line of duty shall be replaced by the Department in accordance with existing policy.

**ARTICLE XVII**

**LEGAL AID**

The employer will provide all necessary legal aid and false arrest and liability insurance to all personnel covered by this Agreement in the performance of their duties.

**ARTICLE XVIII**

**PENSIONS AND RETIREMENT**

The employer shall continue to make contributions as provided for the pension and retirement benefits to Employees covered by this Agreement under the P.E.R.S. pursuant to the provision of the statutes of the State of New Jersey. The Employer shall pay the Employee's health benefits upon retirement after twenty-five (25) years of service as provided by Chapter 88, P.L. 1974.

**ARTICLE XIX**

**SALARIES**

A. The annual basic salary for employees hired before January 1, 1998 shall be as follows:

<u>Steps</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Probation	\$23,144.	\$24,070.	\$25,033.
First	\$25,799.	\$26,831.	\$27,904.
Second	\$28,455.	\$29,594.	\$30,777.
Third	\$30,115.	\$31,320.	\$32,573.
Fourth	\$31,776.	\$33,047.	\$34,369.
Fifth	\$36,165.	\$37,612.	\$39,116.
Sixth	\$38,408.	\$39,944.	\$41,542.

B. The annual basic salary for employees hired after January 1, 1998 is as follows:

1. Beginning in 2000, newly hired employees with one year experience and completion of certifications will receive \$23,000.00 per year their first year and four percent (4.0%) annual increase for the life of the contract, payable beginning January 1<sup>st</sup> each year.
2. Beginning in 2000, current employees with one year experience and certifications will receive \$24,000.00 per year and four percent (4.0%) annual increase for the life of the contract, payable beginning January 1<sup>st</sup> each year.

3. Beginning in 2000, current employees with two years experience and certifications will receive \$25,000.00 per year and four percent (4.0%) annual increase for the life of the contract, payable beginning January 1<sup>st</sup> each year.

C. An annual payment of Five Hundred Dollars (\$500.00) will be paid to all certified Matrons in July of each year. All employees are to be re-trained at classes provided by the Township and will not be scheduled on employee(s) time off. Training will be completed by June 1, 2001. During the year 2000, police academy certified employees who have been performing the duties of Matron shall receive payment for service rendered during year 2000.

**ARTICLE XX**

**LONGEVITY**

- A. Each employee shall be paid, in addition to his current annual wage, longevity increments which shall be figured in and computed in as the employee's base salary based upon his/her years of continuous employment with the Lacey Township Police Department in accordance with the following schedules:

<u>Years of Service</u>	<u>Increments of Base Pay</u>
1. Upon entering the 1 <sup>st</sup> day of the 6 <sup>th</sup> increment of service:	\$ 400.00 total
2. Upon entering the 1 <sup>st</sup> day of the 9 <sup>th</sup> increment of service:	\$ 800.00 total
3. Upon entering the 1 <sup>st</sup> day of the 12 <sup>th</sup> increment of service:	\$ 1,200.00 total
4. Upon entering the 1 <sup>st</sup> day of the 15 <sup>th</sup> increment of service:	\$ 1,600.00 total
5. Upon entering the 1 <sup>st</sup> day of the 18 <sup>th</sup> increment of service:	\$ 2,000.00 total
6. Upon entering the 1 <sup>st</sup> day of the 19 <sup>th</sup> increment of service:	\$ 2,225.00 total

- B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.
- C. Longevity pay shall be considered together with base pay for pension purposes.
- D. Longevity pay shall be paid with each bi-weekly salary check during the calendar year as part of the employee's regular permanent salary.



**ARTICLE XXI**

**COLLEGE TUITION REIMBURSEMENT**

The Employer will reimburse a member of the Public Safety Telecommunicators unit a maximum of Five Hundred dollars (\$500.00) per semester for tuition and books, not to exceed \$1,000.00 per year, under the following conditions:

- A. That the Employee be enrolled in a degree program.
- B. That said program is beneficial to employee's job skills or job related.
- C. That the program be approved by the Employer.
- D. That a minimum of a grade equivalent of "C" be achieved for any reimbursement to be paid.
- E. Upon completion of an Associates Degree, Bachelor's Degree, Master's Degree, or Technical Degree/Certification from a Trade School, the employee agrees to remain in the employ of the Township for a minimum of two years. However, in lieu of said two-year employment requirement, the employee has the option to repay to the Township any and all tuition costs paid by the Township in regard to the Employee's education.

**ARTICLE XXII**

**BEREAVEMENT**

- A. 1. In case of death of the immediate family of an employee, which means father, mother, spouse, child, sister, brother, significant other or foster child of the employee, and relatives of the employee residing in the employee's household, the employee will be given five (5) consecutive days' leave of absence with pay, one of which shall be the day of death or the day of burial, in accordance with the Lacey Township Personnel Policies.
2. "Significant Other" will be defined as one who has been residing in the household for the previous six months.
3. An employee shall be entitled to three (3) days off on the day of death or for attendance at the funeral of grandparents, grandchildren, any in-law, niece or nephew. Such leave is separate and distinct from any other leave.
4. An employee shall be entitled to one (1) day off on the day of death or for attendance at the funeral of an aunt or uncle.
- B. In the case of death in the immediate family, reasonable proof shall be required and no such leave will be taken until the immediate supervisor is so notified of the instance of bereavement. In the event death occurs out of New Jersey State, extensions of the original leave of absence made through the employee's immediate supervisor shall not be unreasonably withheld.

**ARTICLE XXIII**

**SAVINGS CLAUSE**

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

**ARTICLE XXIV**

**DURATION**

This Agreement shall be in effect as of and apply retroactively to the first day of January 2000 to and including the 31<sup>st</sup> day of December 2002. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January 2003, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2003.

**ARTICLE XXV**

**GRIEVANCE PROCEDURES**

- A. 1. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.
2. Any matter which is subject to the jurisdiction of the Civil Service Commission or any retirement board established by law shall not be a subject of grievance or arbitration under this Agreement, but rather shall be grieved under the rules and procedures set forth by the respective jurisdictions stated above.
- B. 1. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific selection or sections of the Agreement involved.
2. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Union representative, in which case the Union may not be present at any stage of this procedure. However, in the event the Union is not present after final determination at Step 3, if such final determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

3. All grievances must be presented promptly and no later than five (5) employee work days from the date of grievance or within five (5) employee work days after the grievant would reasonably be expected to know of its occurrence.

C. Step One:

Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) employee work days of presentation, to be considered further, must be filed in writing within five (5) employee work days after the disposition by the supervisor. The grievance shall be presented to the Division Commander in triplicate on mutually agreed upon forms furnished by the Employer and signed and dated by the employee(s) and Union representative. The Division Commander and the supervisor involved will meet with the Employee and his representative and attempt to resolve the grievance. A written decision will then be made by the Division commander and the supervisor and returned to the employee and his representative within five (5) employee work days from its presentation to the Division commander.

Step Two:

If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Chief of Police within five (5) employee work days of receipt of the written decision in Step One. The Chief of Police or his representative will meet with the Employee, his representative, the supervisor, Division commander and representatives of the Employer as the Chief of Police may elect, and attempt to resolve the grievance. A

written decision will be made following the meeting by the Chief of Police or his representative and returned to the Employee and Union representative within five (5) employee work days from its appeal to the Chief of Police.

Step Three:

If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Township Administrator within five (5) employee work days of receipt of the decision in Step Two. The Administrator will meet the Employee and/or his Association representative and the Chief of Police to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Administrator and returned to the Employee and Union representative within twenty-one (21) employee work days from its appeal to the Administrator.

Step Four:

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within twenty (20) employee workdays of the date of the Employers' decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested. For the purpose of selecting an impartial arbitrator, the parties will meet within ten (10) employee work days from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a ten (10) employee work day period, the parties or party acting jointly or separately, shall request the New Jersey State Board of Mediation/New Jersey State Public Employment Relations Commission to submit a panel of five (5) arbitrators. To select an arbitrator from the

panel, the parties shall alternately strike one name, with the last remaining name becoming the arbitrator. The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. 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 the Agreement. In formulating his/her decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decision of the Civil Service Commission and the courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

- D. Grievances not appealed within the designed time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedures may be appealed to the next step within five (5) employee work days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.
- E. The Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) employee work days after the effective date of this Agreement. Any changes thereto will be forwarded to the employer by the Union as soon as changes are made.

**ARTICLE XXVI**

**NEGOTIATIONS**

It is hereby agreed between the parties to this Agreement that negotiations for the year 2003 contract shall be initiated on or before the 15<sup>th</sup> day of November 2002, and that the parties hereto will schedule, as soon as practicably possible, a time and place in order to discuss the terms and conditions of the year 2003 contract.

**ARTICLE XXVII**

**COMPLETION OF AGREEMENT**

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

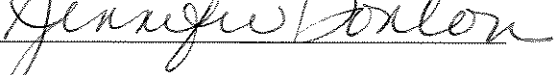


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day  
of January 2001.

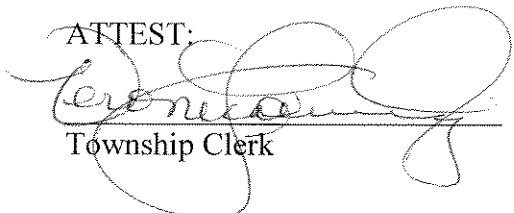
TOWNSHIP OF LACEY

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

By:   
Mayor

By:   
Secretary

ATTEST:

  
Township Clerk

ATTEST:

  
Secretary