

A G R E E M E N T

Between the

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.**

**MAINLAND LOCAL NO. 77
(MULLICA)**

AND

**TOWNSHIP OF MULLICA
ATLANTIC COUNTY, NEW JERSEY**

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

Final Agreement - 5/6/16

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AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2016, between the Township of Mullica herein after referred to as the "Township" or "Employer" and the New Jersey State Policemen's Benevolent Association, Local #77, herein after referred to as "Employee," "Police Department" or "PBA."

WHEREAS, the parties named have engaged in collective bargaining for the purpose of developing a contract covering salaries, working conditions, benefits and other items and conditions concerning employment; **THEREFORE**, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the Employees of the Employer as being represented by the New Jersey State Policemen's Benevolent Association, Local #77 as follows:

ARTICLE I

RECOGNITION

The Employer recognizes the aforementioned New Jersey State Policemen's Benevolent Association, Local #77 as the exclusive Bargaining Agent representing the members of the Mullica Township Police Department as follows: the Patrolmen, Corporals, Investigators and Police Detectives, Sergeants, Detective Sergeants, Lieutenants and Matron/Stenographer I, being full time regular police officers who have obtained a certificate from the New Jersey Police Training Commission, or are in the process of doing same, excluding the Chief of Police, Captain, Dispatchers, Records Clerks and any other employee of the Township of Mullica."

ARTICLE II

NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act, in good faith, to reach an agreement concerning the terms and conditions of employment of the employees mentioned in Article I. Such negotiations shall commence in accordance with the timelines established by PERC in the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all employees mentioned in Article I, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Township of Mullica and Policemen's Benevolent Association, Local #77.

B. Both parties agree there will be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

C. Whenever a representative of the PBA or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meetings, he shall suffer no loss of time, pay or any other fringe benefits and shall be relieved from duty subject to manpower needs of the department.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between the parties concerning the application of/or interpretation of this Agreement, policy, administrative decision or any complaint by any employee as to any action or non-action which violates any right arising from his or their employment.

B. Grievance Steps

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

Step One – Submission to Chief

A grievance shall be formally submitted in writing to the Chief of Police or his designee within thirty (30) calendar days of its occurrence who shall render a decision, in writing, within fifteen (15) calendar days, after the written grievance is first presented to him. Nothing herein is to preclude informal discussions with the Chief within this period in an attempt to resolve the grievance.

Step Two – Director of Public Safety (Council Designee)

If the grievance is not resolved within fifteen (15) calendar days after presentation of the written grievance to the Chief or his designee, the grievance shall be submitted to the Director of Public Safety (Council Designee) in writing within ten (10) calendar days of the Chief's written decision or twenty (20) calendar days following the Chief's or his Designee's receipt of the grievance in the event the Chief or his designee does not issue a written decision. The Director of Public Safety (Council Designee) shall issue his written determination within fifteen (15) business days of receipt of the written grievance. If the Director of Public Safety (Council Designee) does not issue a written decision, the grievance shall be considered denied at this STEP.

Step Three – Arbitration

In the event the grievance is not resolved at the second step, the PBA, after finding the matter meritorious, may refer the matter for impartial binding arbitration. If the PBA wishes to move a grievance to arbitration, it shall file with the Public Employment Relations Commission within ten (10) calendar days of receipt of the decision, or within ten (10) calendar days of the expiration of time for the Director of Public Safety (Council Designee) to issue his decision in Step Two if no decision is rendered, and request that a list of arbitrators be furnished to the Township and the PBA.

Nothing herein is to preclude any meeting or hearing at any step if requested by either party.

C. **Arbitration Procedures**

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.
2. The fees and expenses of the arbitrator shall be borne equally by the parties.
Any other expenses incurred by the parties shall be borne by the party incurring same.
3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from, or in any way modify any of the terms of this Agreement.
4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to N.J.S.A. 2A:24-1, et seq.

D. **Presence of Individuals at Arbitration Hearing**

The Steward or his alternate, whose presence is required in the arbitration hearing, shall be released from his regular work shift without loss of regular straight time rate pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this agreement shall be made available.

E. **Time Limits**

The time limits set forth herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, the grievance shall be deemed to have been

waived. If any grievance is not processed to the succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the prior step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure. All such extensions shall be in writing and signed by a representative of the Township and a representative of the PBA.

ARTICLE IV

NON-DISCRIMINATION

A. There shall be no discrimination by the Employer or any of its agents against the Employees represented by the PBA because of membership or non-membership or activity or non-activity in the Association. The PBA or any of its agents shall not discriminate or coerce any employee into membership.

B. Neither the Employer nor the PBA shall discriminate against any employee because of race, color, creed, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, affectional or sexual orientation, marital status, domestic partnership or civil union status, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status, political affiliation or Association membership.

ARTICLE V

DELEGATE AND CONVENTIONS

- A. Up to two (2) delegates to the State PBA shall be afforded time without loss of time or pay to attend the scheduled meetings or special meetings of the State Organization.

- B. Up to two (2) PBA Convention Delegates shall be afforded the convention of the State Organization without loss of time or pay. Time will be allowed for travel to and from said location of the Convention.

- C. Additional delegates may be authorized by the Chief to attend such meetings as specified in Sections A and B above, but such attendance shall not be without loss of time or pay.

- D. A certificate of attendance to the convention shall, upon request, be submitted by the representatives so attending.”

ARTICLE VI

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself: without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government, its properties and facilities and the activities of its employees.
2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To take disciplinary action for just cause according to law. Appeals shall be subject to the grievance procedure.
4. To maintain efficiency of its operations.
5. To determine the methods, means and personnel by which its operations are to be conducted.
6. To determine the content of job classifications.
7. To schedule hours of work and shifts.
8. To take all necessary actions to carry out its mission in emergencies.

9. To exercise complete control and discretion over its organization and the technology of performing its work, and to make and modify rules of procedure and conduct.

10. The Township reserves the right with regard to all other conditions of employment nor reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

B. The reasonable exercise of the foregoing powers, rights, authorities and responsibilities of the Township, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and applicable law.

ARTICLE VII

SCHEDULING

A. Scheduling

1. There shall be a minimum of forty-eight (48) hours on all schedule changes, meeting or any other activity notices except in the event of a police emergency, e.g., floods, civil disturbances, severe accidents, etc. Work schedules must be posted at least fifteen (15) days in advance. Schedules shall not be change to avoid overtime unless for a police emergency as described in this provision.

2. Employees may switch with one another however, written approval by superior officers for all switches must be obtained before switch is permitted and proper notification must be made. This notice must remain on file. At no time will employees switching with each other result in overtime or compensatory time payouts being made to either involved individual.

ARTICLE VIII

SALARIES AND COMPENSATION

A. **Base Salary**

The wage guide in effect during the term of this Agreement shall be as follows:

	2016	2017	2018	2019
Step 1	\$40,000	\$40,000	\$40,000	\$42,210
Step 2	\$44,500	\$44,500	\$44,557	\$46,709
Step 3	\$49,000	\$49,000	\$49,057	\$51,209
Step 4	\$53,500	\$53,500	\$53,557	\$55,709
Step 5	\$58,000	\$58,000	\$59,057	\$60,209
Step 6	\$62,500	\$62,500	\$62,557	\$64,709
Step 7	\$67,000	\$67,000	\$67,057	\$69,209
Step 8	\$71,500	\$72,000	\$72,057	\$74,209
Step 9	\$76,000	\$77,000	\$77,057	\$79,209
Step 10	\$80,501	\$82,111	\$83,810	\$85,718
Corporal	\$81,888	\$83,526	\$85,255	\$87,190
Sergeant	\$90,105	\$91,907	\$93,803	\$95,910
Lieutenant	\$97,870	\$99,827	\$101,870	\$104,158
Matron	\$47,556	\$48,508	\$49,478	\$50,467

- All officers employed by the Township as of January 1, 2016 shall receive wage increases during the term of this Agreement as set forth on "Salary Schedule" attached hereto and made a part hereof.
- All amounts shall be prorated at a monthly rate for periods of less than one (1) year.
- All employees eligible for a step shall receive a step on the employee's anniversary date.
- DETECTIVE - \$1,000 per year above officer's rate for the duration of the assignment to the Detective Bureau and pro-rated at a monthly rate for periods of less than one (1) year.
- Upon the retirement of the employee presently in the position of Matron, the Matron position shall be removed from the PBA unit.

B. Court Time

1. All employees mentioned in Article I attending any court hearing or conference stemming from a criminal or quasi-criminal matter arising out of the course of or in connection with an employee's performance of duties as an officer of the Township, shall be compensated at a minimum of three (3) hours call in pay at the employee's overtime rate for each attendance when the officer is not scheduled for duty.

C. Stand-By Time

1. Stand-by time for all officers shall be compensated for fit a rate of one (1) hour compensatory time for each hour of stand-by time or part thereof when the officer is housebound due to importance of stand-by and must remain by phone.

2. All other standby time for all officers shall be compensated for a rate of one (1) hour compensatory time for each three (3) hours of stand-by time or part thereof.

D. **Recall to Duty**

When an officer is recalled to duty, he/she shall be compensated from the time scheduled to report at a rate of one and one half (1 ½) pay or compensatory time at the officer's discretion for a minimum of three (3) hours.

E. **Paychecks**

1. All items on the paycheck shall be listed separately, such as overtime, dues, pension, etc. All additional pay, excluding overtime, shall be paid in a separate check.
2. All paychecks shall indicate the number of hours worked at straight time as well as those worked overtime.
3. All overtime and/or detail pay shall be paid in the next possible paycheck or not later than the following paycheck provided documentation is submitted in a timely manner.

F. **Detective On-Call Time**

Any officer requested/required by the Chief to be on-call to perform the duties of a detective shall be compensated by receiving four (4) hours of compensatory time for each month he shall be on-call.

ARTICLE IX

OVERTIME

A. Overtime

1. All time worked in excess of a regularly scheduled shift in one day shall be compensated at a rate of one and one half (1½) time the regular base salary.

Compensation for overtime shall be in either pay or compensatory time at the officer's discretion at a rate of one and one half-hour for one hour worked. All time worked in excess of the regularly scheduled work period shall be compensated at a rate of one and one half (1½) the time worked and is to be computed as above and is to be compensated in pay or compensatory time, at an officer's discretion.

2. The hourly rate for overtime shall be computed by dividing the base salary by 2080 and multiplying by 1.5.

3. The straight time rate of pay shall be computed by taking the base pay and dividing by 2080.

B. Compensatory Time

1. When the officer works overtime, the choice of compensation, whether it be in compensatory time at 1½ times or in pay at 1½ times, shall be his discretion.

2. Officers employed prior to January 1, 2003, who have in excess of 240 hours of compensatory time accrued, shall be allowed to carry forward such time and utilize it at their discretion. They shall receive overtime pay and not be entitled to receive additional compensatory time until their accrued compensatory time falls below 240 hours a maximum of 240 hours at which time they may elect to receive compensatory time in lieu of overtime pay up to a maximum of 240 hours.

3. Officers employed after January 1, 2003, shall not accrue more than 240 hours of compensatory time.

4. Officers shall be allowed to sell back up to forty (40) hours of accumulated compensatory time (earned at time and one-half) at the end of each calendar year at the employee's straight rate of pay as of December 31 of that calendar year. Such payment shall be made to the officer no later than the first pay period following final adoption of the Township's budget.

5. The PBA agrees that no more than two (2) overtime shifts per calendar day can be created by the use of comp time or vacation time. This does not include overtime caused by sick time situations. The Chief shall have the discretion to approve additional overtime shifts in excess of the two (2) per calendar day.

C. **Overtime Scheduling**

1. Distribution of overtime shall begin by seniority and rotate henceforth. If an officer refuses overtime, his name shall be skipped and proceed to the next senior man.

2. If an emergent situation arises and a shift is required to be filled (less than 24 hours notice), the officer on duty shall remain on duty to fill the vacancy for the first half of the shift and shall be compensated at a rate of 1½ times per Article IX, Paragraph A. If the oncoming officer refuses or cannot be contacted, the officer on duty shall remain on duty. Under no circumstances will the shift remain uncovered. If there is more than twenty-four (24) hour notice that the shift will be vacant, Section C.1 shall be followed.

3. All time worked in excess of the normally scheduled workday shall be compensated at 1½ times the employee's salary in accordance with Article IX, Paragraph A.

ARTICLE X

HOLIDAYS

- A. Holiday pay has been eliminated through negotiations.
- B. Any employee who actually works on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day or Easter Sunday shall receive compensatory time at one hour for one hour for all hours actually worked during that day.

ARTICLE XI

VACATIONS

- A. 1. An employee shall be entitled to paid vacation in accordance with the following schedule:

Completion of 1 year	1 scheduled work week
Completion of 2 years	2 scheduled work weeks
Completion of 3 years to 5 years	3 scheduled work weeks
Completion of 5 years to 10 years	4 scheduled work weeks
Completion of 10 years to 15 years	5 scheduled work weeks
Completion of 15 years	6 scheduled work weeks

2. Sergeants, Detective Sergeants, Lieutenants and Matron/Stenographer I shall, in addition to the above vacation, be entitled to seven (7) paid work weeks of vacation upon completion of twenty (20) years.

3. For employees hired on or after January 1, 2016, an employee shall be entitled to paid vacation in accordance with the following schedule:

Completion of 1 year	1 scheduled work week
Completion of 2 years	2 scheduled work weeks
Completion of 3 years to 5 years	3 scheduled work weeks
Completion of five years to 10 years	4 scheduled work weeks
Completion of 10 years +	5 scheduled work weeks

- B. Vacations shall be based upon the completion of years if completed within the calendar year. All vacations are to be taken during the calendar year when possible. Each officer will be permitted to carry forward a maximum of the current year's vacation and the total vacation allocated for the immediate past year. On December 31st of the current year, all remaining

unused vacation time from the prior year will be lost. No compensation will be received for this lost time. Upon termination, vacation time for the current year will be prorated from January 1st of the departure year until the last scheduled payroll date.

ARTICLE XII

SICK LEAVE

A. Employees Hired Prior to January 1, 2000

1. The Township recognizes that unlimited accumulation of Sick Leave and Vacation time was a condition of employment for the Employees listed in Article I. The Township further agrees to grant the Employees listed in Article I, unlimited sick leave that will not be accumulated.

2. The Employees listed in Article I agree to waive that condition of employment with regard to Sick Leave and Vacation time and agree to freeze all accumulated Sick Leave and Vacation Time up to and including the effective date of this Agreement.

3. Should the Employee retire, the Employer agrees to continue the Employee's bi-weekly pay as a terminal leave for the equivalent amount of time owed to the Employee. An employee on terminal leave shall be carried on the Township's payroll as an inactive employee for such period of terminal leave. He/she may only be allowed to return to active duty with the Township at the sole discretion of the Township with written approval of the Township. Except upon the express written approval and consent of the Township, an employee on terminal leave may not return to active service with the Township if the Township has hired a permanent replacement for the employee on leave.

4. Should the Employee leave employment or be terminated, the Employer agrees to compensate the Employee, for all days frozen at the Employee's straight time rate of pay.
5. Should the Employee become deceased while in direct employment or while on terminal leave the Employer agrees to pay the Employee's next of kin or Estate one lump sum following the Employee's death within the next thirty (30) days.
6. From date of hire to the completion of five (5) years, the employee shall be assessed no more than three (3) days per year for days off due to illness or injury. Upon completion of five (5) years, there shall be no loss of time or pay to the Employee for days off duty due to illness or injury.
7. Any employee absent due to illness for more than three (3) consecutive days shall provide the Township with a note from a certified physician identifying the reason for the absence and a certification that the employee is able to return to work.

B. Employees Hired Between January 1, 2000 and December 31, 2015

Employees hired on or after January 1, 2000 in addition to his paid vacation, will granted sick leave with pay of one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, credited on January 1 of each calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken

shall accumulate to his or her credit from year to year and such employee shall be entitled to utilize such accumulated sick leave with pay as required. Sick days will not be accumulated for the purposes of terminal leave and an employee shall not receive compensation for unused sick leave at the time of termination of employment.

C. **Employees Hired On and After January 1, 2016**

Employees hired on or after January 1, 2016 in addition to his paid vacation, will granted sick leave with pay of one (1) working day for every month of service during the first calendar year of employment and twelve (12) working days in every calendar year thereafter, credited on January 1 of each calendar year. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to utilize such accumulated sick leave with pay as required. Sick days will not be accumulated for the purposes of terminal leave and an employee shall not receive compensation for unused sick leave at the time of termination of employment.

D. **SICK LEAVE VERIFICATION/PROCEDURES**

1. Sick leave is a benefit, and not a right. It is intended to be used for employee illness, and not for vacation or for personal business and should be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member as specified in paragraph 2 below.

2. Attending Medical Appointments During Work Hours.

An employee working may also use sick leave to attend to a doctor's appointment for personal medical needs or for the medical needs or care of the employee's spouse, civil union partner, child, parent or other person residing in the officer's home. In this event, a doctor's note must be presented to the Chief upon return to work verifying the date and time of appointment and the officer's attendance at the appointment. To the extent possible, an employee shall schedule a doctor's appointment for the employee's day off. If the employee intends to utilize sick leave time to attend to a physician's appointment, the employee shall notify the Chief as soon as possible of the date and time of the appointment. To the extent possible, an employee shall supply the Chief with notice of pre-scheduled doctor's appointment by the 15th of the month so it may be noted for scheduling purposes. An employee must use sick time when attending a physician's appointment for personal and/or family medical needs and is not permitted to attend an appointment while on duty without utilizing sick leave time. Employees shall be charged amount of sick leave necessary to cover employee's absence.

3. Any employee absent due to illness or injury for three (3) or more consecutive working days shall provide the Township with a note from a certified physician verifying that the employee's absence is due to illness or injury and that the employee is able to return to work. The Township may require proof of illness or injury of an employee on sick leave, notwithstanding the limitation in the preceding sentence. Abuse of sick leave shall be cause for disciplinary action. Any absence due to illness or

injury without a physician's note shall be deemed to be an "unexcused absence." Any employee with more than five (5) unexcused absences in any one calendar year shall provide a physician's note for each absence due to illness or injury for the remainder of that calendar year. In the event the sick leave is being taken to help care for a seriously ill family member, as specified in paragraph 2 above, a doctor's verification for that individual may be required. All physician's notes shall be supplied to the Personnel Coordinator with a copy to the Chief of Police.

4. In the event of any question concerning the above entitlement, or the ability of the employee to return to duty, the Township may require the employee to be examined at the expense of the Township by a physician designated by the Township. If the employee has been cleared to return to duty by his personal physician but is still required to attend an appointment with the Township physician, the employee shall not be charged any leave time and shall be compensated for any time he would have been regularly scheduled to work. Compensation shall be paid only if the Township physician also clears the employee to return to duty. Otherwise, he shall be charged sick leave time.

ARTICLE XIII
LEAVES OF ABSENCE

A. **Personal Leave**

1. Each member of the Police Department mentioned in Article I shall be given four (4) personal days for the calendar year to be taken at their discretion at any time during the course of the calendar year. A minimum of four (4) hours notice is required except in the case of emergency.

2. These four (4) days are assumed to be pro-rated each year with one day issued per quarter. Should an employee leave the employment of the Township before the end of the calendar year, he/she will only be compensated for personal days earned, but not used. Should the employee have days not earned, his final compensation will reflect this.

B. **Bereavement Leave**

1. Members as mentioned in Article I shall be allowed five (5) work days time off, to be used within fifteen (15) days of the date of death in case of death of the following: mother, father, step-parent, grandmother, grandfather, spouse, civil union or domestic partner, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or any other person permanently residing in the member's home.

2. For aunt, uncle, nephew, niece, and cousin of the first degree, date of burial only.
3. Exception to the above may be made when the deceased is buried in another city and the member is unable to return to duty in the amount of time granted.

ARTICLE XIV

HEALTH INSURANCE AND MEDICAL BENEFITS

A. HEALTH INSURANCE

The Township shall provide comprehensive medical and health insurance for all members of the bargaining unit through the New Jersey State Health Benefits Plan, under the terms of the plan as it exists or as modified by the New Jersey State Health Benefits Plan (or any other substantially equivalent health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Plan, for all employees and eligible dependents covered by this Agreement. Employees shall only be permitted to enroll in the type of coverage for which the employee is eligible. An employee desiring to have coverage other than single coverage for all health insurance benefits must produce evidence that he/she is the primary insurance provider for his/her dependents. If this proof is not presented, the responsibility for health benefits for the individual by the Township will be restricted to single coverage only. As soon as practicable after the signing of this Agreement, the base plan to be offered to employees by the Township shall be the Direct 15 Plan. The Township shall continue to offer the Direct 10 Plan as well as others available through the SHBP. If an employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions so that the amount deducted is the difference in the policy divided by the number of pay periods in a year.

B. **PRESCRIPTION PLAN**

The Township presently provides a Co-Pay Prescription Plan for employees and dependents through New Jersey State Health Benefits Plan, and shall continue to provide such plan as the terms of that plan exist or as may be modified by the New Jersey State Health Benefits Program including any changes in co-pays or deductibles.

C. **DENTAL CARE**

The Township presently provides a Dental Care Plan for employees and dependents through New Jersey State Health Benefits Plan, and shall continue to provide such plan as the terms of that plan exist or as may be modified by the New Jersey State Health Benefits Program including any changes in co-pays or deductibles.

D. **VISION CARE**

The Township will continue to provide the Vision Care Plan for employees and dependents through United Health Care.

E. **CHANGE IN PLANS AND PROVIDERS**

The Township may, at its option, change any of the existing insurance plans or carriers providing the benefits so long as substantially equivalent benefits are provided to the employees and their dependents. The Township further reserves the right, at its option, to self-insure any of the plans or coverages so long as substantially equivalent benefits are provided to the employees and their dependents. Prior notice must be made to the Union of any change.

F. **COST CONTRIBUTION**

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 2011. Payment shall be made by the way of withholdings from each employee's payroll checks. The Township shall maintain a Section 125 Plan and Flexible Spending Account in accordance with the law.

G. **HEALTH INSURANCE UPON RETIREMENT**

1. Any employee recognized in Article I and hired prior to January 1, 2000, who retires after twenty-five (25) years of service in the Police and Firemen Retirement System and twenty (20) years of service with the Township of Mullica or who is granted a Disability Retirement Pension from the Police and Firemen Retirement System shall retain and enjoy all medical, optical, dental, health and prescription benefits.

2. Any employee recognized in Article I and hired on or after January 1, 2000, who retires after twenty-five (25) years of service in the Police and Firemen Retirement System and twenty-five (25) years of service with the Township of Mullica or who is granted a Disability Retirement Pension from the Police and Firemen Retirement System shall retain and enjoy all medical, optical, dental, health and prescriptions benefits.

3. Any employee recognized in Article I hired subsequent to January 1, 2007, who retires after twenty-five (25) years of service in the Police and Firemen Retirement

System and twenty-five (25) years of service with the Township of Mullica or who is granted a Disability Retirement Pension from the Police and Firemen Retirement System shall retain and enjoy all medical, health and prescription benefits. Such benefits shall be continually paid by the Township, subject to any contribution required by Chapter 78 or any other state or federal law.

4. For employees who retire on or after January 1, 2016, all benefits received in retirement shall be the benefits provided to current employees and not the benefits in effect at the time of retirement. An employee shall not be permitted to add dependents after the time of retirement unless the employee/retiree bears the full cost of the additional premium cost at the group rate for the additional eligible dependent(s).

5. Any employee who retires effective January 1, 2016 or later shall not be entitled to any reimbursement for Medicare premiums.

6. Any employee hired on or after January 1, 2016, shall not be entitled to retiree health benefits provided and paid for by the Township upon their retirement as long as they are eligible to enroll for and receive health insurance upon retirement under Chapter 330 provisions. Should enrollment or eligibility under Chapter 330 provisions either be not available or such enrollment or eligibility is prohibited by law or regulation, then the Township shall provide employee with retiree health care as provided for herein.

7. Grandfathered Employees

The parties acknowledge and agree that Ptl. Trivelli, shall not be affected by any changes in the retiree health benefits article and shall receive retiree health benefits as they appeared in the prior agreement.

The parties acknowledge and agree that Matron Murray shall be eligible to receive Medicare reimbursement in retirement for herself, only.

ARTICLE XV

COMMUNICABLE DISEASES

Any officer who shall suffer from any communicable disease, e.g.: Hepatitis A, Hepatitis B, AIDS, etc., shall be treated with the assumption that the disease was contacted in and during the performance of duty. Incident reports may be required to validate the claim. This assumption may be challenged and rebutted if the Employer provides evidence to the contrary.



ARTICLE XVI

CLOTHING ALLOWANCE

A. Each member shall receive \$1,000.00 per year for the purpose of maintaining their police uniforms and for the purchase of new, police clothing. Two payments shall be made for police clothing, and uniform maintenance. The first payment of \$500.00 will be made the first pay period of April. The second payment of \$500.00 will be made the first pay period of September.

B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects such as watches, jewelry, etc. shall be covered up to \$100.00 per incident. Personal items such as glasses will be fully reimbursable. The reimbursable amount shall not exceed the original purchase price of the item being replaced. A report of such damage or loss must be submitted at the time of the occurrence, signed by the shift commander.

C. The Township agrees to provide each newly hired employee with an initial issue of uniforms complete with required patches and insignia, leather and web gear, body armor, and necessary equipment listed below, which shall be developed between the parties. The uniform issue includes a summer uniform, including short-sleeved shirts, without a tie, which will be worn during the summer months or at any other time deemed appropriate at the discretion of the Chief of Police. Each employee is responsible to maintain in serviceable condition the number and type of uniforms listed below. Items listed below that are damaged beyond repair shall be replaced by the Township.

Each newly hired employee shall be provided with an initial issue of the following:

- 1 Class A Hat
- 1 Class A Pant
- 1 Class A long sleeve shirt
- 1 Class A duty belt, complete
- 1 Tie
- 1 Pair of Class A shoes
- 1 Sam Brown Belt
- 1 Badge
- 1 Name Plate
- 1 Class B Baseball Cap
- 2 Class B Long Sleeve Shirts
- 2 Class B Short Sleeve Shirts
- 1 Class B Duty Belt, complete
- 2 Pairs of Class B Pants
- 1 Pair of Class B Boots
- 1 Rain Jacket
- 1 Winter Jacket (same jacket for Class A and B)
- 2 Class C Polo Shirts short sleeve
- 1 Traffic Safety Vest

It is understood that the department supplies a bullet proof vest, firearm, appropriate amount of magazines, OC spray, expandable baton, radio, handcuffs and any other equipment that is or becomes necessary to carry on the uniform in order to perform normal operations.

ARTICLE XVII

ADDITIONAL EXPENSES AND REIMBURSEMENT

- A. The Employer agrees to pay reasonable costs of meals and lodging when incurred while on office business outside of the Township.

- B. The Employer agrees to pay the maximum per mile amount allowed by the IRS and tolls when the officer's personal vehicle is used for official police business providing permission is granted, in advance, by the Chief of Police.

- C. Payment for the above expenses will be made upon presentation of receipts for all incurred allowable expenses.

- D. If the Township requires/requests its officers to take a physical fitness test, any officer who passes such test shall receive a payment of \$200.00.

ARTICLE XVIII

OTHER EMPLOYMENT

A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing same does not interfere or conflict with his responsibilities and duties as a police officer. All outside employment will require a letter being kept on file in the Police Department identifying the nature of the outside employment, the employer's name and the time period(s) that will be worked.

B. All such outside employment will require the advanced approval of the Chief who shall solely make the determination of whether such other employment interferes or conflicts with his/her responsibilities and duties as a police officer.

ARTICLE XIX

SENIORITY AND REDUCTION IN FORCE

A. In the event of a Reduction in Force/Layoff, the Township shall implement and abide by the following procedures:

1. Seniority for purposes of a reduction in force/layoff is defined as total service by appointed officers in the Township in any position (s) covered by this Agreement. An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.
2. In the event of a reduction in force/layoff, officers shall be laid off in the reverse order of total seniority of all officers in the Police Department. Any employee laid off shall remain on a recall roster for a period of five (5) years from the date of layoff. Recalls shall be based on a total seniority in the Police Department.
3. In the event that, within five (5) years of an officer's layoff, a vacancy/opening occurs in the Police Department and is covered by this Agreement, a laid-off employee shall be entitled to a one time recall thereto in order of total seniority and shall be reinstated and credited with all prior seniority.

4. The Township shall formally notify the PBA of its intention to possibly reduce force or institute layoffs at least ninety (90) days prior to submission of the annual budget.

5. **Demotions**

In the event of a demotion in rank, the Township shall implement and abide by the following procedures:

a. Seniority for purposes of a demotion in rank is defined as total service in rank by appointed police officers in the Township in any position(s) covered by this Agreement. An appointed officer shall lose all accumulated seniority only if he/she resigns or is discharged for cause.

b. In the event of a demotion in rank, officers shall be demoted in the reverse order of total seniority of all officers within a specific rank in the Police Department. Any employee demoted shall be placed on a recall roster in the event an opening in the officer's prior rank occurs. Recalls shall be based on total seniority by rank in the Police Department.

c. In the event that, a vacancy/opening occurs in the rank held by the demoted officer and is covered by this Agreement, a demoted officer shall be entitled to be re-assigned to that rank and position based on total seniority in

that rank and shall be reinstated to that rank and credited with all prior seniority.

d. The Township shall formally notify the PBA of its intention to possibly demote any officers at least ninety (90) days prior to the submission of the annual budget.

6. The Township agrees that upon notification as per Section 4 above, it shall discuss that matter fully with the PBA and its representatives. Such discussions shall commence no later than two (2) weeks following such notification.

ARTICLE XX

AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the PBA and transmit the fee to the majority representative.
- B. The deduction shall commence for each Employee who elects not to become a member of the PBA during the month following written notice from the PBA of the amount of the fair share assessment. A copy of the written notice of the amount of the fair assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the PBA shall be in an amount equal to the regular membership dues, initiation fees and assessments of the PBA, less the cost of the benefits financed through the dues and available only to members of the PBA, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the PBA to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and secure for the Employees it represents advances in wages, hours, and other

conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

E. Prior to January 1st and July 31st of each year, the PBA shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit, of fair share fee for services.

F. The PBA shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the PBA. The appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending the resolution of the appeal.

G. The PBA shall indemnify, defend and save the Township harmless against any and to all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the PBA to the Township, or in reliance upon the official notification on the letterhead of the PBA, advising of such changed deductions.

H. Membership in the PBA separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefit. The PBA is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally, without regard to PBA membership. The terms of this Agreement have been made for all

Employees in the bargaining Unit, and not only for members in the PBA and this Agreement has been executed by the Township after it has satisfied itself that the PBA is a proper majority representative.

ARTICLE XX

RETENTION OF BENEFITS

A. Except as otherwise provided herein, all rights privileges and benefits which the member of the PBA as mentioned in Article I of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement.

B. The provision of all Township Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXI

NO-STRIKE CLAUSE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police officer from his duties of employment), work stoppage, slowdown, walk-out or any other method which would interfere with police service to the public. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action as defined in Section A, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action which may include possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

ARTICLE XXII

SAVINGS CLAUSE

In the event any Federal or State legislation, Governmental Regulation or Court Decision causes any Article of the Agreement or part thereof to become invalid, illegal or unlawful, all other Articles and Sections not affected shall remain in full force and effect, and the parties shall re-negotiate any Articles affected.

ARTICLE XXIII

DURATION OF AGREEMENT

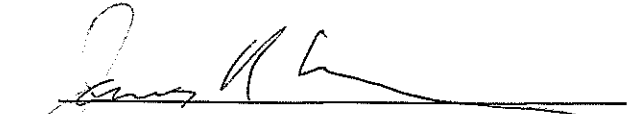
A. This Agreement shall be in full force and effect from January 1, 2016, until midnight, December 31, 2019.

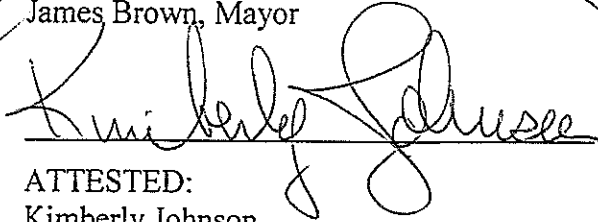
B. The parties agree that negotiations for a successor agreement modifying, amending, or ring the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have hereto affixed their signatures on this

19 day of July, 2016.

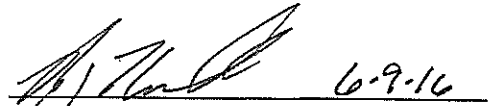
FOR THE TOWNSHIP OF MULLICA



James Brown, Mayor



ATTESTED:
Kimberly Johnson
Township Clerk

**FOR MAINLAND PBA #77
(Mullica Twp.)**

 6-9-16
Ray Theriault, President


Chris Silva, Shop Steward


Paul Sarraf, Shop Steward
~~Antonio Lupinetti~~

PBA Negotiations Committee:

*Antonio Lupinetti
Jake O'Hara
Anthony Trivelli*

