

AGREEMENT

Between

TOWNSHIP OF LAKEWOOD

AND

LAKEWOOD TOWNSHIP LOCAL NO. 71

POLICEMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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THIS AGREEMENT, made and entered into in Lakewood Township, New Jersey this _____ day of _____ 20__ between the Township of Lakewood, a municipality in the County of Ocean and State of New Jersey, hereinafter referred to as the “Township” or “Employer” and Policemen’s Benevolent Association, Local No. 71, hereinafter referred to as the “Association”.

WITNESSETH:

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

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

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

Article I. RECOGNITION

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

Article II. POLICEMEN'S RIGHTS

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

Section 1

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

Section 2.

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

Section 3.

It is agreed between the parties that any writing or document that is to be placed in an Employee's personnel file must be initialed by the Employee in question and may be reviewed by the Employee and said Employee has a right to enter a rebuttal statement which will become part of said file. The Employee has a thirty (30) day period in which to file a rebuttal statement.

Section 4.

Each Officer and Employee shall have access to and the right to read his personnel file upon reasonable notice to the Chief and/or Public Safety Director, and the right to place

in his personnel file, a written statement of reasonable length, in rebuttal to any derogatory material that appears in his/her file.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

An Employee shall not be coerced or intimidated or suffer any reprisals of any kind either directly or indirectly (that it may adversely affect his/her hours, wages, working conditions, shift), as the result of the exercise of the rights under this Agreement.

Section 9.

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

Article IV. PRESERVATION OF RIGHTS

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

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

Any information not agreed upon or approved in the Memorandum of Agreement will not be honored in the Contract/Collective Bargaining Agreement.

Article V. STANDING COMMITTEE

Section 1 - Grievance Committee

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

Section 2 — Convention Committee

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

Section 3 — Funeral Committee

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

Article VI. COLLECTIVE BARGAINING PROCEDURE

Section 1.

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

Section 2.

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

Section 3.

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

Article VII. GRIEVANCE PROCEDURES

Section 1. Definition of a Grievance

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

Section 2 — Grievance Committee

- (a) The PBA President shall appoint a Grievance Committee to study all grievances submitted by an Employee of the Police Department.
- (b) The Grievance Committee shall consist of five (5) active PBA members which shall meet when necessary. For the Grievance Committee to take action, a quorum shall consist of a majority of Members of the Grievance Committee.
- (c) The Employer shall permit members of the Grievance Committee to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the grievance procedure hereinafter set forth during the duty hours of the Grievance Committee members without loss of pay, provided that the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Policemen to bring the department to proper effectiveness.

Section 3 — Grievance Procedure

- (a) An aggrieved Employee, group of Employees or PBA shall initiate a complaint through the Grievance Committee who shall take the matter up with the aggrieved Employee's immediate supervisor or superior, in an effort to adjust the grievance satisfactorily. Such grievance must be submitted to the Grievance Committee within thirty (30) calendar days from the date that the grievant knew or should have

known the occurrence or event giving rise to the grievance. If not timely files, it shall not be grievable.

(b) Step 1. Chief of Police and/or Public Safety Director

1. If the grievance is not settled to the satisfaction of either the Grievance Committee or the aggrieved Employee after discussing the grievance informally with the immediate supervisor or superior, as set forth above, then either the aggrieved Employee or the Grievance Committee or both may submit the grievance in writing to the Chief of Police and/or a Public Safety Director within thirty (30) calendar days of the decision of the immediate supervisor (as set forth above), or in the event that the immediate supervisor takes no action within thirty (30) days allowed (as set forth above) then the grievance shall be submitted to the Chief of Police and/or Public Safety Director within fifteen (15) days after the expiration of the thirty (30) day period.
2. The Chief of Police and/or Public Safety Director shall meet with the aggrieved Employee or aggrieved Employees and the Grievance Committee within ten (10) calendar days of his/her receiving the written grievance from the Grievance Committee or aggrieved Employee. The Chief of Police and/or Public Safety Director shall meet for the purpose of adjusting, trying to resolve the grievance, and gathering facts.
3. The Chief of Police and/or Public Safety Director shall have a maximum of twenty (20) calendar days from the date the Chief of Police and/or Public Safety Director receives a written grievance, within which time to give his written response to the Grievance Committee and the aggrieved Employee, this time period includes the ten (10) days in Section 3(b)(2) above.
4. If no written response is received from the Chief of Police and/or Public Safety Director within the above twenty (20) day time period, then that shall be deemed as denial of the grievance by the Chief of Police and/or Public Safety Director.

(c) Step 2 — Municipal Manager

1. If the grievance is not resolved to the satisfaction of either the Grievance Committee or the aggrieved Employee after receipt of the decision of the Chief of Police and/or Public Safety Director, then either the Grievance Committee or the aggrieved Employee may present the grievance in writing to the Municipal Manager within fifteen (15) days of receipt of the written response from the Chief of Police and/or Public Safety Director (as set forth in Step 1), or within fifteen days from the twentieth day after the Chief of Police and/or Public Safety Director received the written grievance, if no written response from the Chief of Police and/or Public Safety Director. Therefore, if no written response from the Chief of Police and/or Public Safety Director is received, then the Grievance Committee or the Employee has thirty-five (35) days (twenty days from Step 1 and fifteen days from Step 2) from the receipt of the grievance by the Chief of Police and/or Public Safety Director within which time to file the written grievance with the Township Manager.
2. The Municipal Manager shall conduct a hearing within fifteen (15) calendar days after receiving the written statement of grievance. The Employee affected, the Grievance Committee and the Township may have an attorney present to represent each of its interests at the hearing.
3. The Township Manager shall render a written decision within fifteen (15) calendar days after the hearing. The Township Manager shall, within thirty (30) calendar days after receiving the written grievance, send a copy of his written decision to the Employee affected, the Grievance Committee and to the Mayor and Council. If no written decision is received within thirty (30) calendar days from the date the Township Manager received the written grievance, then the grievance shall be deemed denied.

(d) Step 3— Arbitration

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

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

Article VIII. SICK LEAVE

Section 1.

Sick leave with pay shall be credited each permanent full-time Employee on the basis of one (1.25) working day per month of continuous service, and shall be cumulative from year to year after the first year. During the first year, one (1.25) working day per month shall be credited. Thereafter, at the beginning of each calendar year in anticipation of continued employment, Employees shall be credited with fifteen (15) working days. Sick Hours which have been taken but not yet earned on a pro-rata equal basis for the year, shall be reimbursed to the Township upon separation from service for that calendar year.

Section 2.

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

Section 3.

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

Section 4.

During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician

and/or a physician designated by the Township. When under medical care, Employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

An Employee on sick leave, and receiving his/her normal compensation, who in addition qualified for payments under Workers' Compensation weekly benefits, shall during the period he/she is receiving such weekly benefits, be entitled only to that portion of his/her regular salary which, with the Workers' Compensation payments, equals his/her normal salary.

Section 9 — Sick Leave Loans

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

- (a) Employees who wish to loan their accumulated Sick Leave or Vacation Time shall be reimbursed by the recipient. As recipient is credited with new Sick Leave and Vacation Time at the beginning of each year, he/she must use fifty percent (50%) of this time toward reimbursement of loaner(s) until the loan is repaid in full.
- (b) Recipient may use Sick Leave or Vacation Time to reimburse loaner(s); however, the loaner(s) shall receive reimbursement in that type of time which was originally loaned. If a recipient dies or resigns prior to reimbursement, the loaning Officer(s) must forfeit the loaned time.
- (c) In no event shall any Employee be allowed to loan more than forty (40) hours of his/her accumulated time of fifty percent (50%) of his accumulated leave balance, which is less.
- (d) Sick leave loans may only be made between Employees within the department.

Section 10.

Sick leave can be accumulated without limit during each employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half (1/2) day per full day of verifiable sick leave accumulated and not previously used. However, in no event shall this amount exceed the sum of fifteen thousand (\$15,000.00) dollars per employee hired after July 1, 1998.

Section 11.

Any employee injured, suffering an illness or disabled has the right to petition the municipal manager and the Township Committee for approval to be carried at full salary for up to one (1) year or three hundred sixty-five (365) days.

Section 12.

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

Article IX. WORK INCURRED INJURY

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

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

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

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

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

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

Article X. LEAVES OF ABSENCES

Section 1.

Leave of absence without pay may be requested by an Employee who shall submit in writing all facts bearing on the request to his Department Head who will append his recommendation and forward the request to the Municipal Manager for recommendation to and consideration of the Township Committee.

Each case will be considered on its merits and without establishing a precedent.

Article XI. DEATH IN THE FAMILY

Section 1.

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

Section 2.

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

Article XII. HOURS

Section 1.

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

Section 2.

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

Article XIII. OVERTIME AND COMPENSATORY TIME

Section 1.

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

Section 2.

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

- (a) The need of overtime shall be at the discretion of the Chief of Police and/or Public Safety Director on an as need basis, where the successful completion of an assignment or investigation is deemed in the best interests and safety of the Township.
- (b) Completion of an assignment will be transferred to an oncoming shift when feasible; when it is not feasible for such reasons as work load or when the Employee is in fresh or hot pursuit in an investigation, it shall be deemed that this is of emergent nature and overtime is authorized.
- (c) When the Chief and/or a Public Safety Director feels the need for extra manpower, he may authorize such overtime, as per the rules and regulations of the Department. It is further understood that the Department Head is totally responsible for the authenticity of such a need.

Section 3.

It is recognized that Employees may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour, to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period at the termination of a tour, but in the event an Employee is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the

Employee shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

Section 4.

Each Employee shall be entitled to payment at an hourly rate of time and a half (1 ½) based on the Officer's annual salary for all court time appearance, that is, for time spent in legal proceedings at such times that the said Employee was not otherwise scheduled to be on active duty. For the purpose of compensation, each Officer shall cause the Subpoena issued him for said court appearance, to be signed by the Court Clerk indicating his time of arrival and time of departure.

When an Officer reports for Court on his off duty time he shall be compensated a minimum of two (2) hours at the rate of time and one-half (1 ½ %). An Officer in Court longer than two (2) hours will be compensated for the actual time spent at the rate of time and one-half (1 ½).

Section 5.

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

Section 6.

When an Officer who is off duty is called to report for work, for whatever reason, he/she shall be compensated a minimum of two (2) hours at the rate of time and one-half (1 ½). An Officer called to work longer than two (2) hours will be compensated for the actual time spent at the rate of time and one-half (1 ½).

Section 7.

Compensatory time: An employee shall have the option to choose overtime or compensatory time for hours worked in excess of forty (40) hours per week or all work in excess of the normal work day. Compensatory time will be accrued at the rate of one and

one half (1 ½) hours for each hour of overtime worked. If an officer elects to receive compensatory time in lieu of overtime, there will be an eighty (80) hour cap cash out option every six (6) months, with the exception of separation of employment. Accrued compensatory time shall not exceed 400 hours. If an Officer's accrued time exceeds 400 hours, the Officer will be paid the total amount of hours over 400 in the next pay period, to return the accrued time bank to 400 hours. Policy outlining cash out periods and method of request to be determined by the township.

Article XIV. VACATIONS

Section 1.

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

Years of Service	Working Days
1 to 5	12
5 years and 1 day up to 10 years	15
10 years and 1 day up to 15 years	20
15 years and 1 day and up	25

Working days are ten (10) hour days.

Section 2.

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

Section 3.

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

Section 4.

Upon retirement, Employee will be paid out for all earned and accumulated vacation hours in accordance with Article XXIV of the Agreement.

Article XV. HOLIDAYS

Section 1.

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

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

Officers working on Easter Sunday shall be paid at the rate of time and one-half (1 ½). Officers working overtime on Easter shall be paid at the rate of double time.

Section 2.

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

Section 3.

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

Section 4.

Unused holidays can be carried forward for two (2) calendar years. For example any holidays for 2016 can be carried over to the calendar years 2017 and 2018. Unused

holidays which are carried over shall accrue and be paid out on the basis of a ten (10) hour work day.

Section 5.

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

Section 6.

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

Section 7.

Upon retirement, Employee will be paid out for all earned and accumulated holiday hours in accordance with Article XXIV of the Agreement.

Article XVI. HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1.

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

(b) The Township shall establish an IRS "125 Plan" for the sole purpose of allowing pre-tax health care contributions.

(c) Prescription Drug Co-Pays will be in accordance with the health care plan that is selected by the Employee.

Section 2.

The PBA recognizes the Township's new self-insurance plan known as the Ocean Monmouth Regional Employee Benefits Fund. It is understood that this plan shall be maintained at equal or better coverage to the old Blue Cross/Blue Shield, Prudential, Delta Dental and Travelers Eye Glass Programs.

Section 3.

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

Section 4.

(a) Upon retirement, the Employee shall continue to be carried on and covered under the Employer's hospital, medical and dental plans now in full force and effect for as long as the Employee shall live, which insurance coverage shall be

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

Any Employee hired after November 10, 2016 is not eligible for, nor receive hospital, medical and dental benefits upon retirement.

- (b) Disability. In the event an Employee qualifies either by election, voluntarily or involuntarily to come under the category of disabled, and as such retires, then the Employee shall receive the paid hospital, medical and dental coverage as set forth in (a) above as if he/she had retired, regardless as to years of service with Lakewood, as if he/she had retired.
- (c) Once an Employee qualifies under subparagraphs (a) and (b) above, and, therefore, shall be under the category of retired or disabled, the Employee shall have the option to request, from the Township, that either the Employee's spouse and/or children shall be placed under the Township hospital, medical and dental plans provided the Employee reimburse the Township for the cost of providing said hospital, medical and dental coverage.
- (d) For any Employee that retires or becomes disabled after January 1, 1999, as referenced under subparagraphs (a) and (b), the Employer shall pay for hospital, medical and dental plan coverage for the Employee and his/her spouse at the Employer's sole cost and expense with no contribution required by the Employee. This coverage shall continue until the death of the retired/disabled Employee. At that time, the surviving spouse may remain on the Township's

hospital, medical and dental plans, provided the surviving spouse reimburses the Township for the cost of said hospital, medical and dental coverage.

Section 5.

Opt-out. Members who are eligible for other healthcare coverage may waive the municipal healthcare coverage. The compensation for waiving such coverage shall not exceed twenty-five (25%) percent or five thousand (\$5,000.00) dollars, whichever is less, of the amount saved by the municipality as a result of the employee's waiver of coverage.

The amount so established shall be paid in two (2) installments. The first installment to be paid on June 30th of each year and the second installment to be paid on December 31st of each year. The employee waiving the coverage and seeking the reimbursement or refund will be compensated as set forth above or on a pro-rata basis should the employee not be employed for the full six (6) month period.

In order to be eligible, Employees must provide proof of other insurance to the Township.

Section 6.

Effective January 1, 2019, all bargaining unit members will make health care contributions calculated on as a percentage of salary as follows:

	Percentage of Salary
2023	2%
2024	2%
2025	2%
2026	2%

Employees that "opt out" of both the Township's health care and prescription plans shall not be required to make health care contributions.

Article XVII. CLOTHING ALLOWANCE

Section 1.

The annual clothing allowance shall be One Thousand Five Hundred (\$1,500.00) Dollars per year paid by the Township to all permanent sworn Officers. Said clothing allowance shall be paid during the month of January of each year. However, any Officer that retires prior to July 1st shall reimburse the Township one-half (1/2) of the annual clothing allowance. The Township shall continue to bid and specify all regulation quality uniforms and accessories, as specified by the Chief of Police and/or Public Safety Director only, and will supply the Chief of Police and/or a Public Safety Director with receipts for each purchase made under this Section, on an annual basis.

Section 2.

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

Section 3.

The Township will incur the cost of ammunition associated with an officer's qualification with their off duty weapon. Said ammunition must be that which is already stocked by the municipality and is not special ordered.

Article XVIII. PERSONAL DAYS

Section 1.

Each Employee shall be entitled to thirty (30) hours of paid personal time per year, in addition to the holidays authorized by this contract. All thirty (30) hours shall be allowed for any reason whatsoever. These personal hours shall be approved by the Chief of Police and/or a Public Safety Director and defined as follows:

- (a) Serious illness or accident in the immediate family;
- (b) Household emergencies;
- (c) Marriage;
- (d) Legal Business (not due to employee disciplinary actions);
- (e) Commencement exercises;
- (f) Religious observances;
- (g) Other extremely unusual commitments or emergencies

Article XIX. HIGHER EDUCATION

Employees will be eligible for stipends after one (1) full year of service.

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Article XX. LONGEVITY PAY

Section 1.

Effective 1/1/2023 all longevity will be discontinued.

Article XXI. BULLETIN BOARD

Section 1.

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

Article XXII. SAVINGS CLAUSE

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

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

Article XXIII. CONDUCT AND ETHICS

Section 1.

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

Section 2.

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

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

Section 3.

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

Article XXIV. SALARY

Section 1.

The salaries for all bargaining unit Employees currently employed by the Township of Lakewood shall be as follows:

	Salary Increase
2023	2.75%
2024	2.75%
2025	2.5%
2026	2.5%

Effective 1/1/2023 all longevity will be discontinued and the academy ½ step is removed and \$2,500 is to be added in Step 10 for calculation purposes in this contract. The salary chart found in Schedule A will be used for all members. Further, those members moving from the 2019-2022 contract Schedule A will move to Step 10 of this contract's salary chart. Those Employees currently within the step program moving from the 2019-2022 Schedule B salary guide shall continue to receive their steps and increases based on this contract's Schedule A salary chart.

Increases including anniversary that occur in the middle of a pay period will be paid at the higher rate at the start of the following pay period. The middle of the pay period begins on the second Saturday of the pay period. Increases including anniversary that occur prior to the middle of a pay period will be paid at the higher rate in the current pay period.

Section 2.

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

Section 3.

Should a Patrolman so assigned, perform the Sergeant's duties for four (4) working days continuously, the Patrolman shall be paid at the Sergeant's rate of pay for the time assigned.

Section 4.

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

A differential of pay shall be added to scale of any Employee assigned to the Traffic and Safety Division. This differential shall be One Thousand Five Hundred (\$1,500.00) Dollars per annum.

A duty rotation stipend shall be paid to Detectives and Traffic Safety officers in the amount of One Thousand Five Hundred (\$1,500.00) Dollars per annum.

When an Employee who qualifies for this differential leaves the assigned unit he/she relinquishes the differential and it will no longer be paid.

Section 5.

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

Section 6.

At retirement or termination for any reason, the Employer shall pay to the Employee:

- (a) One-half (1/2) day per full day of verifiable sick leave accumulated and not previously used. However, in no event shall this amount exceed the sum of fifteen thousand (\$15,000.00) dollars per employee hired after July 1, 1998.

(b) One hundred percent (100%) of all vacation hours not to exceed five (500) hours.

(c) One hundred percent (100%) of holiday hours not to exceed 280 hours.

(d) One hundred percent (100%) of the balance of compensatory time.

An Employee may use the above earned and accumulated sick hours, vacation hours and holidays immediately preceding retirement or termination for any reason, but during this time of running out these earned and unused sick hours, an Employee shall not accrue or accumulate sick hours, vacation hours and/or holidays.

Section 7.

Deferred Compensation: New deferred compensation enrollments will be offered twice a year. Enrollment periods to be determined by the Township. Existing enrollments can be updated/changed throughout the year.

Article XXV. DUES

The Township and the PBA agree pursuant to the Provisions of the New Jersey Employer-Employee Relations Act as amended, to provide for the collection of regular membership dues, fees and assessments.

Article XXVI. SENIORITY

Section 1. - Shift Assignments

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

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

Section 2 — Vacations & Seniority

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

Section 3.

Upon reaching retirement, Employees covered under this Agreement and retiring in good standing shall be allowed to keep their Department issued badge with the approval of the Chief, Municipal Manager and Township Attorney.

Article XXVII. COPY OF CONTRACT

The Township of Lakewood and the PBA shall split equally any costs incurred for said copies of the Contract. The PBA has agreed to electronically send copies of the Contract to its members within thirty (30) days of the date said contract becomes effective to defer said costs. In addition, upon the adoption of a new Departmental Rule/Regulation, a copy shall be distributed to the Local 71 President within seven (7) days.

Article XXVIII. DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect as of the 1st day of January, 2023 and shall remain in effect to and including December 31, 2026.

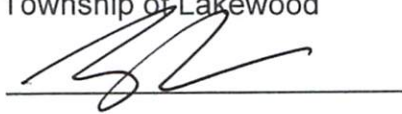
This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly-executed contract. The parties hereto agree to begin negotiations not more than one hundred twenty (120) days and not less than ninety (90) days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2026.

Any information not agreed upon or approved in the memorandum of Annex will not be honored in the Contract/Collective Bargaining Agreement.

Attest:



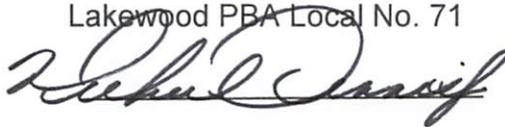
Township of Lakewood



Attest:



Lakewood PBA Local No. 71



Schedule A –

Salary Guide

	2023	2024	2025	2026
Steps				
1	47,500.16	48,806.41	50,026.57	51,277.23
2	57,503.14	59,084.48	60,561.59	62,075.63
3	67,506.12	69,362.54	71,096.60	72,874.02
4	77,509.09	79,640.59	81,631.61	83,672.40
5	87,512.07	89,918.65	92,166.62	94,470.79
6	97,515.05	100,196.71	102,701.63	105,269.17
7	107,518.02	110,474.77	113,236.64	116,067.56
8	117,521.01	120,752.84	123,771.66	126,865.95
9	127,523.98	131,030.89	134,306.66	137,664.33
10	143,879.67	147,767.61	151,399.25	155,121.78