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AGREEMENT BETWEEN

THE TOWNSHIP OF LOWER

CAPE MAY COUNTY

AND
LOWER TOWNSHIP OFFICE WORKERS

ASSOCIATION – LOCAL #3779

AFSCME NJ, AFL-CIO

EFFECTIVE DATES: January 1, 2016 through December 31, 2019

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PREAMBLE

: The Contract made between the Township of Lower (hereinafter referred to as the "Employer") and (AFSCME NJ, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3779, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be JANUARY 1, 2016 to DECEMBER 31, 2019.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to AFSCME NJ as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856) 512-2193, and the Local 3779. This will occur simultaneously as the employee is served.

American Federation for State County and Municipal Employees, AFSCME NJ reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XIII and Schedule B which is part of this agreement or any newly created positions within the parameters of the Union's certification.

ARTICLE II

CHECK OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME NJ. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.

B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Township.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Township an official notification on the letterhead of the Local Union signed by the President of the Local Union advising of such changed deduction.

E. The Union will provide the necessary "Check Off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III

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 Union and transmit the fee to the majority representative B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

B. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

C. The sum representing the fair share fee shall not reflect the costs of financial support of political causes and candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

D. The Union shall establish and maintain a procedure whereby an individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township to take any action.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, 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. To executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees, in consultation with the Department Head concerned.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, in consultation with the Department Head concerned, subject to N.J.A.C. 4:1-16.1, et. seq.

B. The exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance there of, and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute the technological improvements within the Department, subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment or method of operation of the Department, or lowering the manpower requirements of the Department. In the event technological improvements are introduced, the Department will endeavor, so far as practicable to institute these improvements in such a manner that there will be at least possible hardship to employees, including but not limited to retraining, and relocation within the Township, or reclassification of said employee or employees, where applicable. Should the Union feel that an injustice has been committed in such action, they may file a grievance under this Agreement.

ARTICLE V

VACATIONS

A. Annual vacation shall be granted as follows:

Up to 1st year of working service	1 working day per month
After 1 year and up to 5 years	13 working days
After 5 years and up to 10 years	16 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

A working day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week.

Vacations shall be scheduled only with the approval of the employees Department Head. Township reserves the right to refuse vacation requests if administrative pressures so require. The Township further reserves the right to adjudicate conflicting vacation request by means of seniority.

B. The employees of the Department of Public Safety may take vacation anytime during the year, with the approval of the supervisor.

C. Permanent part-time employees whose titles are included in the existing Agreement shall be entitled to a proportionate share of vacation days.

D. Any vacation leave accruing in a calendar year which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter.

E. Upon regular retirement or resignation in good standing an employee will receive remuneration for unused vacation time which has accumulated in the year of retirement or resignation, prorated in accordance with Paragraph G below, and the immediately preceding calendar year. Resignation in good standing is written notice at least fourteen (14) days in advance, and will be worked or on approved leave in order to receive unused vacation pay.

F. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of vacation leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer

for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of vacation leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE VI

HOLIDAYS

A. All Township Employees shall be entitled to the following holidays; which are to be celebrated on the days observed as such by the Township:

*New Year's Day
*Martin Luther King's Birthday
*Lincoln's Birthday
*President's Day
*Good Friday
*Memorial Day
*Fourth of July
*Labor Day
*Columbus Day"
Election Day
*Veterans Day
*Thanksgiving
Day after Thanksgiving
*Christmas

(*Federal Holidays)

Holidays which fall on a Saturday shall be celebrated on the proceeding Friday. Holidays which fall on a Sunday, Shall be celebrated on the following Monday. If a holiday falls within a period during which an employee is on annual vacation leave, he/she shall not be charged for annual vacation leave taken for that day. In the event the holiday falls on a pay day the employee shall be paid on the day before.

B. In the event that any Township employee is required to work on one of the above designated holidays, he or she shall be compensated at time and one-half for the hours worked, plus holiday pay, to be paid as part of their regular salary.

In addition to the enumerated holidays, all members of this union shall be entitled to four (4) personal leave days, to be requested seventy-two (72) hours prior to the desired time off if possible, except in the case of an emergency. Personal leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the

year, the employer shall recover the prorated value of personal leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse, the employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of personal leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. Personal leave days shall be the equivalent of 7 hours per day for employees regularly scheduled to work 35 hours per week and 8 hours per day for employees regularly scheduled to work 40 or more hours per week.

C. Whenever a State of Emergency is declared by the Governor of New Jersey or the Township Manager and same effects Cape May County as determined by the Township Manager's reasonable discretion on a scheduled work day, any employees who are required to work shall be granted an equal amount of compensatory time off, to be taken within that calendar year..

D. Any personal time or holiday leave accruing in any calendar year unused by an employee within the calendar year, may be used within the following calendar year, but it shall not accumulate thereafter.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional employees working twenty-five (25) hours per week or more, and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Major Medical Benefits with 100% coverage in-network for covered services. For out-of-network services, there will be a $750 deductible and a 40% coinsurance charge after deductibles on the first $2,500 of covered charges. The maximum deductibles and coinsurance charges per family will be based on two individuals totaling $1,500 for the deductibles and $1,600 for coinsurance. The deductibles and coinsurance charges do not apply in-network. The in-network co-payments will be $15 per office visit. All coverage for out-of-network will be based upon usual and customary charges. The covered services provided hereunder are set forth on Schedule A attached hereto.

2. A Prescription Drug Plan which will require co-payments of $5 for generic and $10 for brand name. There will be one (1) co-payment per ninety (90) day supply of medication mail orders.

3. A Dental Plan with payment limitations as follows:

Preventative Maintenance, etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (Fixed and removable)	85%

Maximum Benefit: $1,500 per person per calendar year. $3,150 lifetime maximum per person for orthodontic service, until and unless otherwise negotiated.

4. A Vision Care Plan with benefits payable only once every twenty-four (24) months, except for Vision Analysis which will be payable every year, as follows:

Vision Analysis	$145
Single Vision Lenses	$135
Bifocal Lenses	$150
Multi-focal Lenses	$165
Contact Lenses	$175

Frames	$150

5. These benefits, in their amended form , will start on the date this Agreement is executed by both parties and shall continue for the life of the term of this Agreement and until a successor Agreement is reached between the parties subject to the provisions in Paragraph D below.

B. The Township shall provide the following health benefit coverage for retired employees up to the minimum age requirements for medicare coverage:

1. Eligibility

   a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years service with the Township.
   b. Employee retires before age sixty-two (62) with at least twenty-five (25) years service with the Township.
   c. Coverage is for retired employee and those dependents at time of retirement, but only for as long as they remain dependents. Subsequent marriage will not make a new spouse and dependents eligible.

2. Benefits

   a. Major Medical Benefits as described under Section A.1 of this Article.
   b. Prescription Drug Plan as described under Section A.2 of this Article.

3. Coordination of Benefits

   If retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job which provides health benefits, with employed spouse's benefits primary.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the minimum age requirement for medicare coverage:

1. Eligibility

   a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.
   b. Employee retired with a t least twenty-five (25) years service with the Township, not necessarily continuous at the time of retirement.
   c. Employee retired at age sixty-five (65) or older but with less than fifteen (15) years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.
   d. Coverage is for retired employee and spouse, both of whom have reached the minimum age requirements for medicare coverage. When one employee or spouse reaches the minimum age, the other will continue to receive coverage as described under Section B of this Article, until he/she also reaches the minimum age.

2. Benefits are limited to a maximum of $1,200, for retired employee and spouse, to assist in the purchase of a medicare supplement health benefits plan. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplements directly, or to reimburse the retired employee and/or spouse.

3. If retired employee or spouse has or takes a job with the employer who provides health benefits, he and/or she must obtain primary coverage there under, and the Township will be the secondary insurer. Coordination of benefits will apply.

D. The Township retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing the Township retains the exclusive right to return to the New Jersey State Health Benefits Plan that is substantially equivalent to the employee's current coverage in a base plan that is equal to or better than current coverage. All plans offered by the State Health Benefits Plan shall be offered to employees who shall pay the difference if they select a plan more costly than the aforesaid base plan. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better

than current coverage. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Union thirty (30) days notice prior to implementing the new plan or carrier.

E. When both husband and wife are Township employees, family coverage will be provided under only one Agreement, with supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In and Out-of-State Network deductibles and co-payments.

F. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses.

G. The provisions of this Agreement do not affect the health benefits coverages of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined prior by prior Agreements in effect at the time of retirement.

H. The Township agrees to provide a free legal defense to any employee sued in his/her official capacity for any legal act committed within his/her authority as a Township employee.

I. The Township shall continue to provide a $25,000 life insurance policy on the employee's life only, in addition to the insurance provided by the state pension plan.

J. **Cost Contribution** - Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining Unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, the contribution, if any of all bargaining unit members who retire on or after June 28, 2011, shall be in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

ARTICLE VIII

LEAVE OF ABSENCE

A. MILITARY LEAVE – Military leave shall be provided in accordance with applicable law.

B. BEREAVEMENT LEAVE – In the event of a death of an employee's "family member" as listed below, an employee shall be granted up to three (3) working days off without loss of pay from the date of death up to and including the day after the funeral. The following is a list of those persons who qualify within the term "family member":

Mother
Father
Spouse
Children
Grandparents/grandchildren
Sister
Brother
Step Children
Father-in-law
Mother-in-law
Brother-in-law
Sister-in-law
Step Mother
Step Father
Step Sister
Step Brother
Half-Sister
Half-Brother
Aunt
Uncle

"Family member" shall also include any relative of the employee or person that has been residing in the employee's household. Under no circumstances shall the provision of this Section result in an increase in an employee's normal earnings.

C. Family/Medical Leave Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period., which leave may be extended at the request of the employee, upon good

cause shown, for up to a total of six (6) additional months excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the employer will grant leave in accordance with the provisions of each statue, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the employer takes FMLA or NJFLA leave, the employee may, at the employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from a health care provider pursuant to all applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

D. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article VI. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

E. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

F. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, shall apply to members of AFSCME.

G. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all the sick, vacation and personal days which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an employee on such leave does not return to work, he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in

Article V – Vacations, Article VI – Holiday, and Article XI – Sick Leave & Retirement of this Agreement, or (ii) if an employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE IX

NO STRIKE PLEDGE

The Union covenants and agrees that during the term of the Agreement neither the Union 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 willful absence of any employee fro his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of employees duties of employment), work stoppage, slow down, walkout or other illegal action which interferes with full and complete normal operation of the government of the Municipality. The Union agrees that such action would constitute a material breach of the Agreement.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

1. The term 'grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.
2. Any grievance which constitutes a controversy arising over the interpretation, application or violation of this Agreement shall be submitted to Binding Arbitration. Grievances concerning policies and administrative decisions shall be submitted to Advisory Arbitration.

C. Method

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

STEP ONE: The aggrieved or the Union shall institute action under the provisions here of within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act with said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Department Director. The Department Director will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing to the Township Manager within ten (10) working days thereafter. The Township Manager shall review the matter and make a determination in writing within ten (10) working days from the receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration, in accordance with B-2 of this Article. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but not limited to the presentation of non-township employee witness, shall be paid by the parties incurring same.

D. Upon prior notice to and authorization of the Department Head, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

E. Agents of the Union, who are not employees of the Township may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters; as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.

F. The Township and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending t any step.

G. Employee are entitled to Union Representation at each and every step of the grievance procedure.

H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.

B. Employees shall receive one working day for each month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) days will be credited at the beginning of the year, and may be used at any time during the year. If an employee resigns, retires or is otherwise absent, the fifteen (15) days will be pro-rated, and if more has been used than earned, it must be repaid. All permanent part-time employees shall receive a proportionate share of sick leave. Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year, in the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of the used, but unearned leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number fifty-two (52) into the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year. A sick day shall be the equivalent of 7 hours for employees regularly scheduled to work 35 hours per week and 8 hours for employees regularly scheduled to work 40 or more hours per week

C. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family and defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3).

D. The Township will, at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days in that calendar year. For new employees hired on or after June 18, 2003, the Township may, at its option, but only upon the employer's request, annually buy back up to five (5) days of unused sick leave in December of any calendar year, provided that the employee has not used more than five (5) sick days in the preceding calendar year ending December 31. The purchased sick

leave shall reduce the terminal leave benefit in days or hours due to the employee at the time of retirement pursuant to Paragraph E of this Article.

E. 1. For all employees hired after January 1, 1982, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation or %100 of unused sick leave, up to a maximum of one hundred (120) days, at the employee's rate of salary at retirement.

2. For all employees hired on or after June 18, 2003, they shall be entitled, upon regular retirement, under the Public Employees' Retirement System, to compensation for 100% of unused sick leave up to a maximum of $15,000.00.

F. The Township may require an employee who has been absent because of personal illness, a condition of his/her return to duty be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

G. All permanent employees shall be entitled to accumulate sick leave days from year to year to be used if and when needed for such purpose.

H. Verification of Sick Leave – The Township may for good cause require verification of sick leave. Abuse of sick leave shall be cause for disciplinary action. In the case of leave of absence due to exposure to contagious disease, a certificate from the department of Health shall be required.

ARTICLE XII

WORK WEEK AND OVERTIME

A. Department of Public Safety

1. The work week for the office workers of the Department of Public Safety shall be determined by the Chief of Police, but shall not be less than thirty-five hours per week, exclusive of lunch. Overtime shall be paid as part of their regular salary at the overtime rate of time and one-half.

B. Township Office Employees

1. The work week for all employees covered under this paragraph shall consist of five (5) six (6) hour consecutive days or five (5) seven (7) hour consecutive days. Consecutive days are Monday through Friday inclusive, not including lunch hour.
2. If the Township and the Union mutually agree to have those employees working a thirty (30) hour week (5 days at 6 hours a day) work a thirty-five (35) hour week (5 days at 7 hours a day) Monday through Friday inclusive, those employees shall have their base salary adjusted by taking their then hourly times thirty-five (35) hours per week times fifty-two (52) weeks per year.
3. The Township employees covered by this Agreement shall be entitled to overtime pay at the rate of time and one-half after thirty (30) hours (for those employees on a five (5) day work week at six (6) hours per day) and time and one-half after thirty-five (35) hours (for those employees on a five (5) day work week at seven (7) hours per day), provided that said overtime is agreed to by the employees Department Head.
4. Overtime should be paid as part on one's regular salary.
5. The overtime rate of time and one-half shall be computed to the nearest quarter hour.

C. Court Personnel

1. The work week for the Court personnel shall not be less than thirty-five (35) hours per week, exclusive of lunch.
2. Any additional time worked over and above a thirty-five (35) hour week shall be computed at time and one-half and shall be paid as part of their regular salary.

D. Part-Time Employees

The work week of the part-time employees shall be determined by Management within the limitations of Civil Service Regulations. Part-time Electrical Sub-Code Official shall be paid a minimum of 20 hours per week and receive benefit time pro-rated upon 20 hours per week.

E. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

F. Compensatory Time

1. As a general rule, employees shall be paid for overtime work when it is authorized by the supervisors. In special circumstances, and at the option of the supervisor, overtime may be offered and taken as compensatory time off.
2. Supervisors shall be responsible for seeing to it that their employees are allowed to take any and all compensatory time off as soon as possible after it has been earned, and within the calendar year earned; otherwise, the compensatory time earned that year will be paid in full at the end of the year.
3. Conflicting requests for compensatory time off will be adjusted in terms of seniority.
4. Compensatory Time on the books as of December 31, 1996, will be frozen. This Frozen Compensatory Time shall be bought out by the Township (or used by the employee) in accordance with a negotiated schedule, starting in 1997. The Township will purchase up to a maximum of one hundred (100) hours per calendar year, subject to the availability of funds.

ARTICLE XIII

WAGES

A. In 2016, all employees covered by this Agreement shall be entitled to receive a two percent (2%) or $1,000 increase, whichever is greater, to their annual salary. Thereafter on January 1st of each year for the years 2017 (retroactive), 2018, and 2019. Employees will receive a two percent (2%) increase to their annual salary. Additionally, all starting salaries will increase by two percent (2%) effective January 1st of 2019. No employee shall receive less than a $250.00 yearly raise when Chapter 78 contribution increases are considered (i.e. based upon wage increases under this contract). This shall not include Chapter 78 increases occasioned by increased cost of the same plan, increased costs of a new plan, and/or when an employee chooses a higher cost plan and/or changes plan status (i.e. "single" to "husband and wife" or "family" or "parent & child, etc...).

B. Retroactive salary increases shall only by applied to current Township employees or employees who retired under this contract.

C. The titles and grades of all employees under this Agreement are set forth on Schedule B. The practice of providing step increases has been eliminated. In exchange for the elimination of step increases the Township has agreed to provide all employees who were not at top step under the prior contract and hired prior to January 1, 2012 with the equivalent of one step under the prior contract effective on their anniversary date of hire in 2012. Additionally, employees hired between January 1, 2012 and October 15, 2012 shall receive the equivalent of one step increase under the prior contract effective on January 1, 2013. An employee who receives a title change and grade increase shall receive a salary increase of $3,000.00. Starting salaries noted herein shall increase by the percentage yearly for salaries noted herein. Employees shall retain their step increases previously earned or as provided for under this Paragraph, however, no other step increases or their equivalent shall be paid.

D. At the Supervisor's recommendation and approval of the Township Administration and Council, a maximum of 4 members may receive a one-time, per employee, per contract, merit based increase of between 2% and 6%. This section is not retroactive.

E. All new employees hired on or after the date of this Agreement is executed by both parties shall receive a starting salary as set forth in Schedule C.

F. Permanent part-time employees shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.

G. Part-time employees whose titles are included in this Agreement shall be paid in accordance with the terms and conditions of this Article, as calculated for a given year with annual salary raise included but pro-rated for the number of hours worked.

H. The Township shall pay for college credits taken as part of a program that enhances the employees knowledge within their scope of responsibilities. Starting January 1, 1997, employees shall receive $20.00 per credit up to a maximum of $750.00 per calendar year.

I. The Township and the Union agree to discuss title and grade system to address issue of employees who may be stagnant in same title for 5 or more years, without constituting a re-opening of the contract.

ARTICLE XIV

LONGEVITY

Longevity has been eliminated. In consideration for the elimination of longevity, all employees hired prior to January 1, 2012, the amount received as longevity will be added to their annual base pay retroactive to January 1, 2012 at the maximum longevity amount under the prior collective bargaining agreement based upon date of hire and all wage increases shall be based upon this new base pay.

For all employees hired on or after January 1, 2012 and before October 15, 2012, the employee shall have a $1500.00 increase in annual base wages effective January 1, 2013 and the 2013 base pay increase of 2% for such employees shall be calculated on an annual base that includes the $1,500.00 and the step increase paid on January 1, 2013. All future wage increases shall be based upon this new base pay.

Employees hired after October 15, 2012 shall receive no compensation for the elimination of longevity.

ARTICLE XV

CALL IN TIME

A. Call In Time

1. If an employee is called to duty on his/her off time, he/she shall receive payment at the rate of time and one-half and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.
2. Court employees will receive 10 minutes of call in time if they are called to do court business on their days or evenings off, if documented by the police department.

ARTICLE XVI

CLOTHING ALLOWANCE

A. Department of Public Safety

1. The Township shall continue to supply all uniforms to the employees of the Department of Public Safety as is the present practice.

B. Building Officials

1. In the event boots are required for the Building Officials due to safety, work conditions, OSHQ requirements, etc., then they shall receive from the Township a boot allowance of $125 per year.

ARTICLE XVII

WORKER'S COMPENSATION

A. When an employee sustains a job related injury, the employee is to receive his/her full salary from the Township, up to a maximum of one (1) year. The employee agrees to endorse over to the Township all monies reimburse to him/her by Worker's Compensation, during this time period, to the extent permitted by law.

B. After the one (1) year maximum period, the injured employee will receive Worker's compensation payments only. However, accumulated sick and vacation time (as well as any frozen Compensatory Time) may be used to supplement the Worker's Compensation payment.

ARTICLE XVIII

GENERAL PROVISIONS

A. The Union shall have the use of employee bulletin board for the posting of notices relating to meetings and official business of the Union.

B. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party and a precise agenda shall be established.

C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.

D. The Township shall be responsible for printing this Agreement within twenty (20) days of its having being signed by the Parties. The Union will reimburse the Township for the cost of the paper.

E. The employer shall post all position openings or newly created positions and related promotions on the union bulletin board. Said posting shall be made five (5) working days prior to the positions being opened to non employees. The posting shall state all pertinent information pertaining to the position. Any employee wishing to bid on the position shall do so by notifying the Township Manager in writing.

F. The Township shall maintain an accurate up-to-date roster of employees, showing each employees' date of hire, classification and pay rate, and shall furnish copies of the same to the union representative upon request.

G. An employee shall have the right to review their personnel file upon request in the presence of an appropriate official of the Township and/or union. Employees shall be allowed to attach to such file a response of a reasonable length to anything contained therein which is deemed adverse and request copies of such.

ARTICLE XIX

UNION BUSINESS

A. Whenever an employee of the Township, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, conventions or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation, as long as the absences from duty are reasonable.

ARTICLE XX

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical heredity cellular or blood trait, genetic information, liability for military service, mental or physical disability, AIDS and HIV status, Union membership, or Union activities.

B. The Township may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

C. Ten (10) working days prior to the implementation of any new rules of work and conduct for employees established by the Township pursuant to Section B above, the Township agrees to meet and discuss such rules with the Union.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

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

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this agreement to any employee or group of employees is held to be invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2019. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Township of Lower, New Jersey this 13th day of November, 2017.

LOWER TOWNSHIP OFFICE WORKERS
ASSOCIATION-LOCAL 3779
AFFILIATED WITH AFSCME NJ,

Deborah Johns, Local President

Theresa N. Triola, Ed. D, Staff Rep.

Acting ED or Designee

TOWNSHIP OF LOWER
CAPE MAY COUNTY, NJ

TOWNSHIP OF LOWER
SCHEDULE B

Dept.	Name	Last	Title	2016	2017	2018	2019
ASSESSOR	Jonathan	Munro	Clerk Typist	30,211.00	30,815.22	31,431.52	32,060.15
B&G	Dougherty	Mark	Building Maint.	36,967.57	37,706.92	38,461.06	39,230.28
B&G	Donald, Jr	Douglass	Building Maint.	52,476.65	53,526.19	54,596.71	55,688.65
BOCA	Richard	Kajander	Plumbing Subcode Official-PT	22,400.00	22,848.00	23,304.96	23,771.06
BOCA	James	Trexler	Electric Subcode Official-PT	28,223.43	28,787.90	29,363.66	29,950.93
BOCA	Rose	Moore	Prin. Clerk Typist	48,434.03	49,402.71	50,390.76	51,398.58
BOCA	Walter	Fiore	Code Enforcement	50,054.93	51,056.03	52,077.15	53,118.69
BOCA	Donald	Arndt	Building Inspector	49,000.00	49,980.00	50,979.60	51,999.19
CLERK	Elizabeth	Greenway	Sr. Clerk Typist	36,571.87	37,303.31	38,049.37	38,810.36
CLERK	Deborah	Johns	Prin. Clerk Typist	48,471.68	49,441.11	50,429.94	51,438.53
COLLECTOR	Sheila	Smith	Sr. Tax Clerk	40,657.35	41,470.50	42,299.91	43,145.91
COLLECTOR	Kathleen	Brown	Assistant Tax Collector	51,803.88	52,839.96	53,896.76	54,974.69
COURT	Mariya	Starrett	Sr. Clerk Typist	34,211.00		-	-
COURT	Linda	Stevenson	Clerk Typist		30,211.00	30,815.22	31,431.52
DPW	Kathryn	DelVecchio	Prin. Clerk Typist	39,631.86	40,424.50	41,232.99	42,057.65
DPW	Linda	Thomas	Prin. Clerk Typist	47,738.08	48,692.84	49,666.70	50,660.03
FINANCE	Aaren	Senico	Sr. Clerk Typist	34,211.00	34,895.22	35,593.12	36,304.99
FINANCE	Maria	Brewster	Sr. Clerk Typist	36,663.70	37,396.97	38,144.91	38,907.81
MLU	Lisa	Schubert	Prin. Clerk Typist	49,622.21	50,614.65	51,626.95	52,659.49
POLICE	Jania	Bailey	Clerk Typist	31,211.00	31,835.22	32,471.92	33,121.36
POLICE	Joanne	Budd	Sr. Clerk Typist	38,200.38	38,964.39	39,743.68	40,538.55
POLICE	Suzanne	Scheid	Clerk Typist	30,211.00	30,815.22	31,431.52	32,060.15
POLICE	Karen	Wolf	Prin. Clerk Typist	48,259.17	49,224.35	50,208.84	51,213.02
POLICE	Deborah	VanMourik	Prin. Clerk Typist	48,688.93	49,662.71	50,655.96	51,669.08
REC	Bruce	Fournier	Rec Asst. Dir. - PT	27,226.57	27,771.10	28,326.52	28,893.06
REC	Phyllis	Muldoon	Sr. Clerk Typist	34,211.00	34,895.22	35,593.12	36,304.99