

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
CAPE MAY COUNTY
AND
LOWER TOWNSHIP RECREATION AIDES
ASSOCIATION - LOCAL #3779B
AFSCME NJ COUNCIL 63, AFL-CIO
JANUARY 1, 2025
THROUGH
DECEMBER 31, 2028

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PREAMBLE

The Contract between the Township of Lower (hereinafter referred to as "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, 2025 to December 31, 2028.

As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, discipline/grievances, promotions, etc. in unit representative titles to AFSCME NJ as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or Fax (856)512-2193, and Local 3779B. 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 1

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 aides and senior citizen program aides or any newly created positions within the parameters of the Union's certification ("Employers").

ARTICLE II

CHECK OFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council #71. 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 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 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 with written notice thirty (30) days prior to the effective date of such change and shall furnish the Township to an official notification on letterhead of the Local Union and 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 Union shall provide the Township appropriate signature cards from represented employees authorizing dues deductions and shall notify the Township promptly of any change in status.

B. Dues deducted by the Township shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township agrees to provide the Union, on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of dues deducted as it appears on the records of the Township. For the purpose of the deduction of dues for titles covered by this Agreement; Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer, but more than 12 hours per week shall be considered a lower part-time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Township shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.

C. The Union shall indemnify and hold the Township harmless for any dues wrongfully deducted.

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 forgoing, 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 or discharge or take any 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 thereof, 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 manner that there will be at least possible hardships to employees, included but not limited to retraining, 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 vacations shall be granted as follows:

Up to 2,080 hours of working service	8 hours for each 174 hours
After 2,080 hours and up to 10,440 hours	8 hours for each 160 hours
After 10,440 hours and up to 20,800 hours	8 hours for each 130 hours
After 20,800 hours and up to 31,200 hours	8 hours for each 104 hours
After 31,200 hours	8 hours for each 84 hours

Vacations shall be rescheduled only with the approval of the Department Head. The 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. Time shall accrue as worked and be posted on each paycheck at least monthly.

B. Any vacation leave 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.

C. 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 D below, and the immediately preceding calendar year. Resignation in good standing is written as least fourteen (14) days in advance, and will be worked or on approved leave in order to receive unused vacation pay.

D. Vacation leave entitlements for the entire year shall be available for use when earned in accordance with Paragraph A of this Article V.

ARTICLE VI

HOLIDAYS/PERSONAL DAYS

A. Holidays – The Township recognizes 15 holidays as listed below. In the event that the Rec. Center is closed, those who are regularly scheduled to work will receive holiday pay at strait time and if the Rec. Center is open on a listed holiday, those that work will receive time and one half hourly.

1. Easter
2. New Year's Day
3. Martin Luther King's Birthday
4. Lincoln's Birthday
5. President's Day
6. Good Friday
7. Memorial Day
8. Fourth of July
9. Labor Day
10. Columbus Day
11. Election Day
12. Veterans' Day
13. Thanksgiving
14. Day After Thanksgiving
15. Christmas

B. Personal Leave – Each employee shall receive a pro rated share of annual personal leave based on four (4) full eight-hour days for full time employment determined by dividing the number of hours worked on 2080 and then multiplying the quotient thereof by 32 hours to determine the number of hours permitted for personal time in each applicable year. Personal leave will be available for use when earned in accordance with this Paragraph.

ARTICLE VII

INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional employees working thirty-five (35) hours per week or more as regularly scheduled ("Full Time Employees"), and their dependents, beginning on the first day of the third month after two (2) months of active employment:

1. Health Benefits shall be provided in accordance with New Jersey State Health Benefits Plan Direct 15 or at management's option Direct 20/35 with Difference Card.
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 for 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%
Orthodontics	85%

Maximum Benefit: \$1,700 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 provided a preferred provider is used as follows:

Vision Analysis	\$145
Single Vision Lenses	\$135
Bi-focal 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 there under, 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 retired 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 at 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 supplemental 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 an employer who provides health benefits, he and/or she must obtain primary coverage thereunder, 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 the supplemental benefit of 100% coverage for Vision and Dental, and 100% reimbursement of In-and Out-of-Network deductibles and co-payments.

F. 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 Township Employee.

G. The Township shall continue to provide a \$10,000 life insurance policy on the full-time employee's life only, in addition to the insurance provided by the state pension plan.

H. 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 granted when an employee is required to undergo field training.

B. Family/Medical Leave of 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. Leaves may be extended, upon good cause shown, for up to six (6) additional months. Other leaves of absence may be granted in the sole discretion of the Township Manager and shall not be paid for a period in excess of six (6) months.

C. 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.

D. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have the 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 of vacation, sick and personal days during the period of such leave of absence.

E. Unless otherwise specifically set forth in this Agreement to the contrary, all 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, as applied to State service, shall apply to members of AFSCME.

F. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use of all of 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 days are not earned during any FMLA and 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 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.

G. 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
- Guardian Relationship
- Anyone Else Living in Employee's Household

"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.

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 from his or her position, or stoppage of work or abstinence in whole or in part from full, faithful and proper performances of the 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, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Union shall institute action under the provisions here if 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 within 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 from 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 costs for the services of the arbitrator shall be borne equally by the Township and 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 at any step.

G. Employees 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 a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE XI

SICK LEAVE & RETIREMENT

- A. All employees shall retain all pension rights under the New Jersey Law and the Ordinances of the Township of Lower.
- B. All permanent employees shall be entitled to a pro rated share of sick leave on the basis of eight (8) hours for every one hundred thirty-nine (139) hours in regular pay status to a maximum of fifteen (15) eight (8) hour days (or 120 hours total) per year. The sick leave will be determined by dividing the number of hours worked by 2,080 hours and then multiplying the quotient thereof by 120 hours to determine the number of hours permitted for sick leave in each applicable year. Sick leave will be available for use when earned in accordance with this paragraph. Time shall accrue as worked and be posted on each paycheck at least monthly.
- 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 as defined in Civil Service Regulations (N.J.A.C. 4A:1-1.3.)
- D. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined at the expense of the 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.
- E. 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. Employees with ten (10) years of service, who were hired prior to May 21, 2010, who resign in good standing (not retire) shall be entitled to sick leave payment not to exceed 720 hours. All employees who are hired after May 21, 2010, supplemental compensation for sick leave shall be payable only at the time of retirement and shall be capped at \$15,000.00 pursuant to N.J.S.A. 11A:6-19.2.
- F. The Township, shall at the employee's request annually buy back 40 hours of unused sick leave in December of the year so requested.

ARTICLE XII

WORK WEEK AND OVERTIME

The work week shall be determined by management within the limitations of Civil Service Regulations, New Jersey Wage and Hour Laws, and the Fair Labor Standards Act. Employees will be entitled to overtime pay at the rate of time and one-half if they are required to work more than eight (8) hours in any day, subject to approval of the employee's Department Head.

ARTICLE XIII

WAGES

A. Wage increases shall be paid as follows:

- 3.5% yearly wage increase effective January 1, 2025 (retroactive)
- 3.5% yearly wage increase effective January 1, 2026
- 3.5% yearly wage increase effective January 1, 2027
- 3.5% yearly wage increase effective January 1, 2028

An additional \$1.00/hr raise as of January 1, 2025 for the following employees:

1. Rocco Sansone
2. Gloria Lugo
3. Matthew Schelling

B. Retroactive wage increases will be paid to all employees who are active employees at the time of the signing of this agreement within 30 days following execution of this Agreement by both parties.

C. All new employees hired on or after the date this Agreement is executed by both parties shall receive a starting salary of \$15.49 per hour but not less than the current minimum wage.

D. In the event an employee covered by this Contract is called in after hours because of the need to secure a Township building then that employee shall be paid at least three (3) hours regular pay.

ARTICLE XIV

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 reimbursed 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 payments.

ARTICLE XV

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, and as determined by the Township in its sole discretion.
- D. The Township shall be responsible for printing this Agreement within twenty (20) days of having been 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 every year provide the employees covered by this Agreement with three (3) shirts (long or short sleeve) and one (1) Jacket/Fleece.

ARTICLE XVI

EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, creed, color, national origin, ancestry, nationality, religion, marital or domestic partnership status, gender identity or expression, disability, military service, affectional or sexual orientation, atypical cellular or blood trait, genetic information, political affiliation, Union membership or Union activities or any other category protected by law.

- B. The Township may establish reasonable and necessary rules of work 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 XVII

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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

SEVERABILITY 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 force as of January 1, 2025 and shall remain in effect to and including December 31, 2028. This Agreement shall continue in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, that parties have hereunto set their hands and seals at the Township of Lower, New Jersey this ____ day of _____.

LOWER TOWNSHIP RECREATION
AIDES ASSOCIATION LOCAL 3779B
AFFILIATED WITH AFSCME NJ,
COUNCIL 6AFL-CIO

TOWNSHIP OF LOWER, a municipal
corporation of the State of New Jersey

3/18/25

BY: *[Signature]* BY: *Michael Laffrey* 9/30/25
AFSCME Local Rep. *[Signature]*
BY: *Ron An. Di Felice* *[Signature]*
AFSCME Staff Rep.
BY: *[Signature]*
AFSCME Executive Director.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-199

Title: A RESOLUTION RATIFYING A FOUR (4) YEAR CONTRACT AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP RECREATION AIDS - LOCAL #3779B, AFSCME DISTRICT COUNCIL 63

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with Lower Township Recreation Aids - Local #3779B, AFSCME District Council 63; and

WHEREAS, the parties have reached an agreement which will be utilized to prepare the Collective Bargaining Agreement with Lower Township Recreation Aids in accordance with the terms of the attached agreement; and

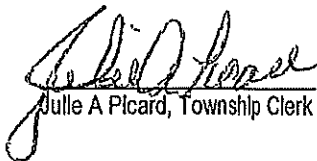
WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's ratification of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED, the attached Memorandum of Agreement is hereby ratified.

BE IT FURTHER RESOLVED that the Manager and Township Clerk are hereby authorized and directed to execute the ratified Collective Bargaining Agreement, once prepared, in accordance with and under the terms as outlined attached hereto on behalf of the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM			X				
ROY			X				
COOMBS		X	X				
SIPPEL	X		X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.


Julie A. Picard, Township Clerk

**Township of Lower
And
Lower Township Recreation Aids - Local #3779B, AFSCME NJ, AFL-CIO
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is made this 20th day of April between the Township of Lower (the Township) and Lower Township Recreation Aids - Local #3779B, AFSCME NJ, AFL-CIO (AFSCME or Union).

The Township and AFSCME have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the parties, which expired on December 31, 2024.

The Township of Lower and AFSCME have reached a tentative agreement of the terms and conditions of a new CBA and purpose of this MOA is to confirm that agreement.

Said tentative agreement and this MOA will not be effective until ratified by the membership of AFSCME and the governing body of the Township

NOW, THEREFORE, the Township and AFSCME agree that the following changes shall be made in the existing agreement.

1. Retroactivity – the agreement shall be retroactive to January 1, 2025.
2. Preamble – 4-year term.
3. Article III. Agency Shop. The following shall replace the existing language:
 - A. The Union shall provide the Township appropriate signature cards from represented employees authorizing dues deductions and shall notify the Township promptly of any change in status.
 - B. Dues deducted by the Township shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township agrees to provide the Union, on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of dues deducted as it appears on the records of the Township. For the purpose of the deduction of dues for titles covered by this Agreement; Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer,

but more than 12 hours per week shall be considered a lower part-time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Township shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.

C. The Union shall indemnify and hold the Township harmless for any dues wrongfully deducted.

4. Article V. Vacations

- No Changes

5. Article VII. Insurance, Health & Welfare

- Change Health Insurance language to provide for the 20/35 Plan with a difference card.
- Change maximum dental benefit to \$1700 a year.

6. Article VIII. Leaves of Absence.

- Replace Paragraph B as follows:
"Family/Medical leaves of absence will be granted in Accordance with the Federal Family & Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Leaves may be extended, upon good cause shown, for up to six (6) additional months. Other leaves of absence may be granted in the sole discretion of the Township Manager and shall not be paid for a period in excess of six (6) months."

7. Article XI. Sick Leave & Retirement

- Add "as" before "defined" in second sentence of Paragraph C.

8. Article XIII. Wages

- A 3.5% yearly wage increase as of 1/1/2025, 1/1/2026, 1/1/2027, 1/1/2028.
- An additional \$1.00/hr. raise as of 1/1/2025 for the following employees:
 1. Rocco Sansone
 2. Gloria Lugo
 3. Matthew Schelling
- Move starting rate up to reflect current minimum wage in Paragraph C.
- Change "two (2) hours regular pay" to "three (3) hours regular pay" for minimum call-in.

Handwritten signatures and initials in the bottom right corner, including a circled signature and other scribbles.

9. Article XIV. Longevity

- Remove entire Article.

10. Article XVI. General Provisions

- Delete the word "other" in Paragraph F.
- Change five (5) to three (3)

11. Adjust all dates to reflect the current four (4) year contract.

This MOA is subject to the ratification of the members of AFSCME and approval of the governing body of the Township. The bargaining members of AFSCME and of the Township represent that they will recommend approval of the terms to their respective constituents.

For Township of Lower:

For Lower Township Recreation Aids - Local #3779B,
AFSCME NJ, AFL-CIO:

Michael Rafferty
Michael Rafferty 5/5/25
Print/Sign Date

Georgia Dougherty Georgia Dougherty
Penée M. DeFebbo 4/28/25
Print/Sign Date

[Signature] 5/15/25
[Signature]
Print/Sign Date

[Signature] 4/28/25
[Signature]
Print/Sign Date

[Signature] 5/19/2025
Paul Sippel, Mayor
Print/Sign Date

Steve Tully, Ex. Director
[Signature] 4/28/25
Print/Sign Date

Print/Sign Date

Print/Sign Date

Initials required per page by all signing parties for record.

(MS)
[Handwritten initials]

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer:	Township of Lower	County:	Cape May County
2	Employee Organization:	Lower Township Recreation Aides	Number of Employees in Unit:	12
3	Base Year Contract Term:	1/1/2021 - 12/31/2024	New Contract Term:	1/1/2025 - 12/31/2028

SECTION II: Type of Contract Settlement (please check only one)

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	\$ 144,347.09
10	Longevity Costs in Base Year	\$ -
11	Total Salary Base	\$ 144,347.09

SECTION IV: Salary Increases for Each year of New Agreement*

	Year 1	Year 2	Year 3	Year 4
12 Effective Date (month/day/year)	1/1/2025	1/1/2026	1/1/2027	1/1/2028
13 Cost of Salary Increments (\$)	\$ 7,013.40	\$ 5,297.62	\$ 5,483.03	\$ 5,674.94
14 Salary Increase Above Increments (\$)	\$ -	\$ -	\$ -	\$ -
15 Longevity Increase (\$)	\$ -	\$ -	\$ -	\$ -
16 Total \$ Increase (sum of lines 13-15)	\$ 7,013.40	\$ 5,297.62	\$ 5,483.03	\$ 5,674.94
17 New Salary Base (\$)	\$ 151,360.49	\$ 156,658.10	\$ 162,141.14	\$ 167,816.08
18 Percentage Increase over prior year	4.86%	3.50%	3.50%	3.50%

*If contract duration is longer than five years, please add an additional page.

Employer: **Township of Lower**

Employee Organization: **Lower Township Recreation Aides**

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)
	N/A					
20	Totals (\$):	\$ -	\$ -	\$ -	\$ -	\$ -

*If contract duration is longer than five years, please add an additional page.

SECTION VI: Medical Costs - N/A

	Base Year	Year 1
21 Health Plan Cost		
22 Prescription Plan Cost		
23 Dental Plan Cost		
24 Vision Plan Cost		
25 Total Cost of Insurance		
26 Employee Insurance Contributions		
27 Employee Contributions as % of Total Insurance Cost		

Employer:


Employee Organization:

SECTION VI: Medical Costs (continued)

28	Identify any insurance changes that were included in this C.N.A.
	N/A

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name:	<input type="text" value="Lauren Read"/>
Position / Title:	<input type="text" value="CFO, Township of Lower"/>
Signature:	
Date:	<input type="text" value="10/6/2025"/>

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective negotiations agreement for the term beginning 1/1/2025 through 12/31/2028

Employer: Township of Lower

County: Cape May County

Date: 10/6/2025

Name: Lauren Read
Print Name

Title: CFO, Township of Lower

Signature: 