

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWNSHIP OF PLUMSTED

And

PLUMSTED PBA LOCAL 390

January 1, 2021 – December 31, 2024

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Schedule A

PREAMBLE

This agreement is entered into this 3rd day of November, 2022, by and between the TOWNSHIP OF PLUMSTED, hereinafter referred to as the "Township" or "Employer" and the PLUMSTED PBA LOCAL 390, hereinafter referred to as the "PBA". The Agreement between the Township and the PBA shall be retroactive to January 1, 2021 and shall continue in effect until December 31, 2024.

ARTICLE 1

RECOGNITION

The Township hereby recognizes the Plumsted PBA Local 390 as the exclusive representative and bargaining agent for all full-time members of the police department, excluding the Chief and Lieutenant positions.

This agreement, subject to the statutory provisions, shall govern wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will also govern the procedures for adjustments of disputes and grievances, and other related matters, as covered in the agreement.

The members of the PBA will have the right to review their personnel file at a time that is convenient to both the Township and said members. It is agreed that any written document pertaining to disciplinary charges must be given the opportunity to be initialed by member prior to it being placed in their file.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer only to full-time employees represented by the PBA 390 in the negotiating unit as above defined.

ARTICLE 2

LEAVE TIME

2.1 All provisions relating to calculations of leave time (sick, vacation, personal or holidays) will be based upon a twelve (12) hour shift.

ARTICLE 3

VACATION

3. 1 Full-time permanent employees shall earn vacation on the basis of the following schedule:

1. First Year of Service: three (3) vacation days (36 hours)
2. Second Year of Service: seven (7) vacation days (84 hours)

3. Third Year of Service: seven (7) vacation days (84 hours)
4. Fourth Year of Service: ten (10) vacation days (120 hours)
5. Five through Ten Years of Service: fifteen (15) vacation days (180 hours)
6. Eleven Years or more of Service: twenty (20) vacation days (240 hours)

The above vacation leave amounts shall be awarded to the employees on January 1st of each year in anticipation of continued employment. The officer will not have to wait until their anniversary date to receive their yearly allotment of vacation leave. The leave will be prorated if an officer leaves before the end of the year and if the officer utilizes more time than would have been earned, that amount will be deducted from their final paycheck.

3.2 Annual vacations with pay are authorized on the following basis:

- a) All vacations will be chosen on the basis of position and then seniority with at least three (3) days of notice.
- b) Any unused vacation leave may be carried forward to the next succeeding year only. If it is not utilized in that succeeding year, the officer will forfeit the prior year's vacation leave.
- c) Unless specifically authorized by the governing body in advance, extra compensation will not be allowed in lieu of unused vacation. Each and every full-time employee, without exception, must take the authorized annual vacation leave for health, rest, relaxation and pleasure.
- d) All vacations are subject to the approval of the Chief or their designee and, of necessity, depend upon the work of the Township permitting such vacation leave.

3.4 Vacation time will commence on January 1st. Vacation days are calculated at the rate of 12 hours per day.

3.5 For new hires, the officer is awarded 3 vacation days (36 hours). On their first anniversary of their date of hire, they will be awarded their second year of vacation leave (84 hours) on a prorated basis to December 31st. The officer will be awarded the second year of service vacation leave in the amount of 84 hours on January 1st following the first anniversary of their date of hire. Vacation time will commence on January 1st thereafter.

3.6 Vacation leave will be prorated upon separation of service.

ARTICLE 4

HOLIDAYS

4.1 The following 13 holidays (156 hours) shall be observed by the Township unless an alternate or additional day of observance is directed by the governing body.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Floating Holiday

4.2 The above holidays shall be awarded to the employees on January 1st of each year in anticipation of continued employment. The officer will not have to wait until their anniversary date to receive their yearly allotment of holidays. The leave will be prorated the first and last year of employment. An officer will not be paid for holidays prior to the date of hire or after their termination date.

4.3 Holidays for police officers shall be the actual date of the holiday and not the date of which the holiday may be observed. Police officers whose normal workweek is Monday through Friday will recognize the holidays the same manner of all other municipal employees.

4.4 The following holidays will be paid at the regular hourly rate if the officer does not work and is paid for the holiday or if the officer uses it as a floating holiday on another day of the year. If an officer works one of the holidays below, they will be paid at 1.5 times their hourly rate for working the holiday, in addition to being paid for the holiday or using it as a floating holiday on another day of the year. The 1.5 times of hourly pay shall not apply to Sergeants.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

4.5 An officer may use their floating holiday with the approval of the Chief or their designee.

4.6 The officer must use the holiday or be paid for it in the same calendar year. In order to receive payment for the holiday, a request must be made in writing to the Business Administrator/Finance Office. Any outstanding holidays will be forfeited on December 31st; they may not be carried over into the next year.

ARTICLE 5

BEREAVEMENT

5.1 In the event of a death in the immediate family of a full-time employee, or the death of a relative who resides with the full-time employee, or the death of a relative with whom an employee lives, the Township will grant up to a five (5) day leave of absence with pay to the employee. Five (5) days shall be consecutive work days that must encompass the funeral service. Such leave shall be in addition to any vacation, personal or sick leave. Approval for leave with pay, exceeding five (5) days, may be submitted to the governing body for consideration.

Immediate family is defined as parent, spouse, child, sibling, or any other relative living with the employee. There may be unusual circumstances that could warrant another family member as "immediate".

5.2 In the event of a death of any other close relative or friend, the Township will grant a one (1) day leave of absence with pay for the funeral service. Approval of such bereavement leave shall be subject to providing documentation of the funeral service on a scheduled workday and completion of an approved request form.

ARTICLE 6

SICK LEAVE

6.1 As used herein, "sick leave" means paid leave that may be granted to each full-time employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the position, who is quarantined (by the Board of Health) because of exposure to a contagious disease, or illness in the immediate family which requires the personal attendance of the full-time employee to care for the member of the immediate family. Immediate family is defined as parent, spouse, child, immediate step relatives or any other relative living with the employee.

6.2 In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-employee to the governing body.

6.3 When the absence on account of illness or disability does not exceed three (3) consecutive shifts during a calendar year, normally the officer's statement of the cause will be accepted without a supporting statement from their attending physician although the Township with due cause may have any officer examined by a licensed physician at any time it elects to do so.

6.4 If the absence exceeds three (3) consecutive shifts, the officer must furnish a medical certificate from a physician having personal knowledge of the officer's condition in support of the absence from work. Failure of the officer to submit the medical certificate may result in the sick leave being disapproved and being charged as an absence without pay. The Township also reserves the right to waive this requirement or to require the officer be examined by a physician designated by the Township and to have the officer certified as fit for duty before the officer returns to work.

6.5 Sick leave which is disapproved will be charged as an absence without pay.

6.6 During protracted periods of illness or disability, the Township may require interim reports on the condition of the officer at weekly or biweekly periods from the attending physician and/or physician designated by the Township. When under medical care, the officer is expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

6.7 The following regulations shall apply to sick leave of all full-time municipal employees.

- a) Sick leave will be recorded in one (1) hour increments.

- b) Sick leave can be accumulated during each full-time employee's length of service for up to 360 hours (or 30 days).
- c) Full-time employees shall be entitled to 96 hours per year and shall be credited to their account on January 1st of each year.
- d) Beginning with the month after their date of hire, new hires will earn 8 hours per month in their first year of service. On the anniversary of their first year of service, the officer will be awarded their annual sick leave of 96 hours prorated through December 31st. January 1st following the first anniversary of their date of hire, the officer will be awarded 96 hours of sick leave.
- e) Sick leave will be prorated on the last year of service. Upon separation of service, any amount of sick leave used which exceeds the prorated amount accrued to their account at the time of separation from the Township will be deducted from their final paycheck or owed to the Township should it exceed the final pay.
- f) Upon separation of service, accumulated sick leave will be forfeited.
- g) If an officer is unable to work due to illness, it shall be reported to the Chief or their designee prior to one (1) hour before the normal work day.
- h) Any full-time employee receiving workers' compensation weekly benefits shall, during the period receiving such weekly benefits, be entitled to their regular salary.

6.8 Donating sick time:

The Employer will permit employees to voluntarily donate accrued benefit time, including sick and/or vacation days, to a fellow employee of the Employer who has exhausted their own earned leave as a result of a catastrophic health condition or injury suffered by themselves or an immediate family member which is expected to require a prolonged absence from work. The Donated Leave Program will be administered in such a manner as to ensure the goals of the program are met without interfering with any employee's rights to privacy as otherwise protected by Federal or State law, rules or regulations.

Eligibility. A permanent full-time employee shall be eligible to receive donated sick or vacation leave if the employee:

- 1. Has completed at least one year of continuous service;
- 2. Has exhausted all accrued sick, vacation, personal, compensatory and administrative leave as well as all sick leave injury benefits, if any;
- 3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined in writing for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
- 4. Either:
 - a) Suffers from a catastrophic health condition or injury;
 - b) Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - c) Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

Definitions.

"Catastrophic Health Condition or Injury" shall mean:

With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.

With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for sixty (60) or more work days.

"Immediate Family Member" shall mean: parent, spouse, domestic partner, child, grandparent, grandchild, sibling or any other relative living with the employee. Any interpretation of this definition shall be made in the sole discretion of the Business Administrator.

"Leave Recipient" shall mean an employee who is desirous of accepting leave time accrued and donated by fellow employees.

"Leave Donor" shall mean an employee who is desirous of providing, without compensation, accrued sick, vacation, or personal days to a fellow employee dealing with a Catastrophic Health Condition or Injury.

Procedure.

1. Written Request - An employee may submit a request, in writing, to their Chief or their designee or the Business Administrator to participate in the Donated Sick Leave Program either as a Leave Recipient or Leave Donor. A supervisor may submit a request to receive time on behalf of an employee unable to make the request.
2. Medical Verification - The employee requesting the employee's acceptance as a Leave Recipient shall submit to the Employer medical verification, signed by a physician licensed by the State of New Jersey, concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. The medical verification required for the receipt of donated leave shall include the nature and anticipated duration of the catastrophic health condition or injury, or the donation of an organ. The same medical documentation set forth above will be required whether applying for donated leave to care for one's self or immediate family member.
3. Notice - Upon approval by the Business Administrator, the Chief or their designee or Supervisor shall, with the Leave Recipient's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

Participation Requirements.

1. Leave Recipient must receive at least ten (10) sick days or a combination thereof from one or more leave donors to participate in the donated leave program.

2. Leave Recipient may not collect temporary disability benefits (TDI) or worker's compensation insurance benefits while utilizing time donated.
3. Leave Recipient is limited to a lifetime maximum of two-hundred and sixty (260) donated sick days and shall not receive any such days on a retroactive basis.
4. Leave Donors shall have remaining at least twenty (20) days of accrued sick leave.
5. Leave Donor shall donate only whole sick days or whole vacation days and may not donate more than thirty (30) such days to any one recipient.
6. Leave Donor shall not revoke the leave donation.
7. While using donated leave time, the Leave Recipient shall accrue sick leave and vacation leave under the normal Employer policies and shall be entitled to retain such leave upon his or her return to work.
8. Upon a Leave Recipient's return to work or separation from employment for any reason, any unused, donated leave shall be returned to the Leave Donors on a prorated basis upon the Leave Recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that the leave time shall not be returned.
9. Upon retirement, the Leave Recipient shall not be granted supplemental compensation on retirement for any unused days which he or she had received through the leave donation program.
10. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving the voluntary donation, receipt or use of donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.
11. Upon receipt of a request to donate time, the human resources official will verify that the Leave Donor is eligible to donate time and said Department will deduct appropriate time from the Leave Donor.
12. Leave Recipients may use donated leave in one-half day or whole day increments. Recipients may return to work on a part time, or intermittent basis, and remain eligible for the program as long as they do not exceed two-hundred and sixty (260) days in a lifetime.
13. An incident is considered closed when the recipient is medically cleared to return to work without restrictions.
14. If the recipient returns to work or otherwise terminates employment, the remaining balance of unused donated leave must be equally returned to all donors in whole day increments only. Partial day increments will not be restored to the donor nor remain credited to the recipient.
15. An illness or injury of an immediate family member requiring an employee's absence from work to provide care must meet the same criteria applicable to an employee's own medical necessity.

6.9 Earned sick leave:

Effective October 29, 2018, the New Jersey Earned Sick Leave Law allows employees to accrue 1 hour of earned sick leave for every 30 hours worked, up to 40 hours each year. The law permits employers to create policies that provide additional leave time. Plumsted Township will follow the guidelines as set forth in N.J.S.A. 34:11D-1 et seq. EARNED SICK LEAVE.

6.10 Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which full-time municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

ARTICLE 7

PERSONAL DAYS

7.1 All employees shall be entitled to twenty-four (24) hours of personal leave per year. Personal hours shall be credited on January 1st of each year.

7.2 Personal days must be requested in advance and must be approved by the Chief or their designee. Emergency requests for personal hours with a two (2) hour notice will not be unreasonably withheld.

7.3 Personal hours will be forfeited if not utilized within the year.

7.4 Upon separation of service, an officer is entitled to be paid for any unused personal hours.

ARTICLE 8

MILITARY LEAVE

8.1 A full-time permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted an unpaid leave of absence for the period of such service and three (3) months thereafter.

8.2 A full-time permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted an unpaid leave of absence for such period of training. Such leave is not considered military leave.

8.3 A full-time permanent employee or temporary or provisional with one (1) year or more of service who is a member of the National Guard or a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training, shall be granted leave of absence without pay for such period of time not to exceed fourteen (14) days in any calendar year. The absence shall be in addition to regular vacation leave and compensation is not to be offset by military wages earned while absent.

ARTICLE 9

MATERNITY LEAVE

9.1 Full time employees may use their accrued sick, personal and/or vacation leave for maternity purposes. The period of actual incapacity for work must be supported by a physician's certificate. A notice of thirty (30) days of going out on maternity leave is requested.

ARTICLE 10

LEAVE FOR EDUCATIONAL TRAINING

10.1 A full-time employee may attend required educational training classes on a scheduled workday with the submittal of documentation and Chief or their designee approval.

10.2 Employees shall not be compensated for educational training classes scheduled on non-workdays unless the Public Safety Director requires an officer to attend on a non-workday.

10.3 A full-time employee who desires to attend non-required educational training classes shall submit documentation to the Chief or their designee for approval. The employee shall utilize their own leave time.

ARTICLE 11

JURY DUTY

11.1 It is the public policy of the Township to encourage full-time Township employees to perform all of their duties and responsibilities of citizenship, and accordingly, if any full-time municipal employee is legally selected for jury duty, every effort shall be made to enable such full-time employees to serve as a juror. Each full-time employee shall be paid for time served as juror in such amount as will compensate the full-time employee for any loss sustained by the full-time employee, being the difference between the amount of salary and the juror's compensation for the days required in service as juror.

ARTICLE 12

WORKING TIME AND ATTENDANCE

12.1 Accurate and complete time and attendance records shall be maintained by each Chief or their designee. The person in charge of the department, office or unit shall certify at least each pay period as to the accuracy of the time reports or records.

12.2 All full-time employees shall be at their assigned posts or points of duty on time on each working day, unless on vacation, ill, absent or on leave, except when their assigned tour of duty requires some other starting hour.

12.3 Being punctual and on time is of utmost importance. Consequently, any lateness and the reason for it shall be noted on the time report. Recurring or chronic tardiness or unexplained absences from the post of duty shall be referred to the governing body by the Chief or their

designee for appropriate action and shall be the basis for disciplinary action against the offending full-time employee.

12.4 The Township and PBA recognize during the duration of this contract, the existing work schedule is a rotation of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a payroll period. The Township may change an officer's steady shift assignment in order to accommodate training, satisfy manpower need or other operational concerns.

ARTICLE 13

OVERTIME

13.1 Overtime is payable at the rate of one and a half (1 1/2) times the full-time employee's hourly rate for those hours worked in excess of the officer's scheduled eighty (80) hours in any pay period, regardless of leave taken during that pay period, such as holiday, vacation, sick or personal leave.

13.2 Comp time shall not be offered.

ARTICLE 14

DEDUCTIONS FOR ABSENCE WITHOUT PAY

14.1 Deductions in salary for absence without pay shall be computed on the basis of the officer's hourly rate of pay.

ARTICLE 15

SALARY

15.1 Bargaining unit full-time employees shall receive salaries as set forth in the Salary Guides attached hereto as Schedule "A" in this agreement.

15.2 Retroactive pay will be awarded beginning January 1, 2022.

15.3 The placement and progression through salary guides for all existing officers are set forth in Schedule "B" in this agreement.

15.4 All new hires from January 1st through June 30th will progress to Step Two in January after their date of hire. Progression to each succeeding step will be on January 1st thereafter.

All new hires from July 1st through December 31st will remain at Step One on January 1st following their date of hire. The officer will progress to Step Two on their first anniversary of the date of hire and remain at Step Two the following full year. Progression to each succeeding step will be on January 1st thereafter.

15.5 The parties mutually agree that should negotiations for a successor contract to this agreement not be completed prior to December 31, 2024, unit members shall not be advanced on the salary guide for a period of six (6) months, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on December 31, 2024 until either a new agreement is reached or six (6) months have passed since the expiration of the 2021-2024 agreement.

ARTICLE 16

LONGEVITY

16.1 Current longevity payments are frozen for 2018 and thereafter. Any employee not currently receiving longevity and any new employees hired shall be ineligible for the longevity program.

ARTICLE 17

ABSENCES IN GENERAL

17.1 Absences from duty shall be classified as illness, vacation or other and shall be noted on the daily time reports. An authorized leave of absence shall be reported as illness or other, depending on the nature.

17.2 Each full-time employee must notify the Chief or their designee of any absence from duty. Vacation leave is required to be requested three (3) days prior. When utilizing sick, personal or bereavement leave, if not possible to do so in advance of the working day, the report shall be made by phone or otherwise as early as possible on the day the full-time employee is absent.

17.3 A leave of absence without pay may be requested by any full-time employee, who shall submit in writing, all facts bearing on the request to his Chief or their designee, who will append his recommendations and forward the request to the Municipal Clerk and/or the Administrator for consideration by the governing body. Each case will be considered on its merits and without establishing a precedent.

17.4 The reason for each absence listed on the time report as "other" shall be noted thereon, with a statement, whether or not it is approved by the Chief or their designee.

17.5 A full-time employee who is certified as absent on account of a disability or accident caused in the usual course of their employment and directly in the line of duty shall not have such absence charged against their sick leave. All other provisions regarding absence on account of sickness or disability apply to full-time employees suffering job disability or accident.

17.6 When a permanent full-time or part-time employee is injured or disabled resulting from or arising out of their employment, the governing body may grant a leave of absence for said employee for a period not exceeding six (6) months, provided that the Township's physician or some other physician appointed by the Township shall certify to such injury or disability in a written opinion to the governing body.

17.7 Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which full-time municipal employees may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

ARTICLE 18

NEW HIRES

18.1 Any new hire January 1st through June 30th will be awarded the following:

- a) Step One the date of hire. The officer will proceed to Step Two January 1st after their date of hire. The officer will advance to the next succeeding steps each January 1st thereafter.
- a) Vacation: three (3) vacation days (36 hours) the first year of hire. On the first anniversary of their date of hire, their vacation leave will be prorated based on the second year of service vacation leave as stated in Article 3, Section 3.1. January 1st of each year thereafter will be considered the next year of service and vacation leave will be awarded as per Article 3, Section 3.1.
- b) Holidays are prorated the first year of service which include only those holidays that occur after the date of hire. They will be entitled to all holidays on January 1st following their date of hire.
- c) Beginning with the month after their date of hire, new hires will earn 8 hours per month sick leave in their first year of service. On the anniversary of their first year of service, the officer will be awarded their annual sick leave of 96 hours prorated through December 31st. January 1st following the first anniversary of their date of hire, the officer will be awarded 96 hours of sick leave.
- d) The officer is entitled to twenty-four (24) hours of personal leave is awarded one month from the date of hire.

18.2 Any new hire July 1st through December 31st is entitled to the following:

- b) Step One on date of hire. The officer will progress to Step Two on the first anniversary of their date of hire and remain at Step Two the following full year. Progression to each succeeding step will be on January 1st thereafter.
- c) Vacation: three (3) vacation days (36 hours) the first year of hire. On the first anniversary of their date of hire, their vacation leave will be prorated based on the second year of service vacation leave as stated in Article 3, Section 3.1. January 1st of each year thereafter will be considered the next year of service and vacation leave will be awarded as per Article 3, Section 3.1.
- d) Holidays are prorated the first year of service which include only those holidays that occur after the date of hire in that calendar year. They will be entitled to all holidays on January 1st following their date of hire.
- e) Beginning with the month after their date of hire, new hires will earn 8 hours per month of sick leave in their first year of service. On the anniversary of their first year of service, the officer will be awarded their annual sick leave of 96 hours prorated through December 31st. January 1st following the first anniversary of their date of hire, the officer will be awarded 96 hours of sick leave.

- f) The officer is entitled to twenty-four (24) hours of personal leave is awarded one month from the date of hire.

18.3 Insurance eligibility: the officer is eligible for insurance the first day of the month following two (2) full months of full-time employment.

ARTICLE 19

SEPARATION OF SERVICE

The following regulations shall apply to the separation of employer-employee relations between full-time employees of the Township and the municipality as Employer:

19.1 Separation of service from the Township may result from voluntary resignation of the full-time employee or from the termination of their services by the governing body.

19.2 The written resignation of a full-time employee received by the Chief or their designee shall be attached to his personal history file and shall be reviewed by the Chief or their designee prior to the effective date of the full-time employee's separation.

19.3 Full-time employees who resign shall tender their resignations, in writing, if possible, at least two (2) weeks prior to the requested effective date of resignation in order to provide sufficient time for appointing and training the successor.

19.4 If a full-time employee resigns, the Chief or their designee shall interview him to determine, if possible, whether there is a reason other than that stated for the full-time employee's leaving the service of the Township. All resignations, supported by all pertinent data available, shall, whenever time permits, be referred to the governing body before the effective date of the resignation.

19.5 Termination of a full-time employee's services for cause can only be accomplished by the governing body after a hearing has been provided to the full-time employee.

19.6 A full-time employee shall, upon leaving the Township, complete and sign the Termination Receipt before receiving their final compensation. All full-time employees shall, upon leaving the service of the Township, return all keys, identification cards and any other Township property as a result of their employment prior to their receiving their final compensation. This receipt shall be filed in the full-time employee's personnel file as evidence of the satisfaction of all claims against the Township. A copy of the Termination Receipt shall be given to the Finance office as well.

19.7 Upon separation of service, prorated sick time will be forfeited. Holidays accrued as of the termination date are eligible for reimbursement, including the annual floating holiday. Unused personal hours are eligible for reimbursement, along with prorated vacation hours from the current year. Unused vacation leave is eligible for reimbursement with the final year of employment being prorated.

19.8 The Municipal Clerk's office will provide any eligible time for reimbursement to the Finance office for payment of final compensation due the full-time employee. A resolution must be

passed by the governing body to approve any eligible reimbursement of leave time before final compensation is issued.

If the employee utilized more than the prorated allotment of vacation, sick or holiday leave, that amount will be deducted from the final paycheck or owed back to the Township.

19.9 Upon separation of service, the uniform allowance shall be prorated based on the termination date. If the employee utilized more than the prorated allotment of their uniform allowance, that amount will be deducted from the final paycheck, or owed to the Township should it exceed the final pay.

ARTICLE 20

UNIFORMS

20.1 Beginning January 1, 2023, the Township agrees to provide \$1000 per year as a uniform and maintenance allowance for the duration of the contract. This amount shall be divided equally and paid in two installments per year in each officer's paycheck at \$500 each in June and December. This allowance is subject to payroll taxes and is not pensionable.

20.2 The uniform and maintenance allowance will be prorated the first year of service from the date of hire to January 1st of the following year. If an employee leaves prior to one (1) full year of service, they shall be responsible for reimbursing the employer for any and all uniform and maintenance allowance received.

20.3 The Township reserves the right for prorated recoupment at departure from the department. Upon separation of service, the uniform and maintenance allowance shall be prorated based upon the termination date. Should the officer have been compensated more than the prorated amount, that amount will be deducted from final compensation, or owed to the Township should it exceed the final pay.

20.4 Officers agree that any uniform/clothing/equipment deemed unsatisfactory by the Chief of Police will be taken out of service and the officer will be responsible for replacing said item(s).

ARTICLE 21

MANAGEMENT RIGHTS

21.1 The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

- a. All management functions and responsibilities with the Employer have not expressly modified or restricted by a specific provision of this Agreement.
- b. The rights to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Employer.

- c. To reprimand, suspend, discharge or otherwise discipline full-time employees to work with just cause.
- d. To hire, promote, transfer, assign, reassign, layoff, and recall full-time employees to work.
- e. To determine the number of full-time employees and the duties to be performed.
- f. To maintain the efficiency of full-time employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation of service.
- g. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.
- h. To determine the number, location and operation of divisions, departments, work sections and all other work units of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
- i. To make or change Employer rules, regulations policies and practices consistent with the specific terms and provisions of this Agreement.
- j. And otherwise generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and direct the work force.

21.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall only be limited by the language of this clause.

21.3 In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Employer or any of its authorized managerial executives or supervisory personnel.

ARTICLE 22

INSURANCE

22.1 Full-time employees are eligible for health benefits, you will be given an application package which must be completed and returned to the Township Clerk's Office in order to be enrolled in health and dental benefit plans offered by the Township. If you do not return the completed applications with the time limits stated in the package, you will be unable to enroll until the next Open Enrollment period. Health insurance contributions shall be consistent with P.L. 2010, c.2 and P.L. 2011, c.78, whichever provides for the greater contribution. After full implementation of c.78, the contributions shall remain at the highest level unless and until the parties negotiate a different amount.

22.2 Insurance eligibility is the first day of the month following two (2) months of full-time employment.

22.3 Dependent Healthcare, Prescription and Dental Plan:

Health insurance contributions shall be consistent with P.L. 2010, c.2 and P.L. 2011, c.78, whichever provides for the greater contribution.

The Township will agree to provide family healthcare and prescription plan as follows:

- a. Probationary Officers – Available at employee's expense.
- b. After one (1) year of service – Township will pay 50% of cost for dependent coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.
- c. After two (2) years of service – Township will pay 100% cost of dependent coverage with normal payroll deductions.
- d. The copay and deductible for medical and prescription coverage is according to the plan design chosen by the employee.

22.4 Any change in family status must be reported to the Township Clerk's Office within 30 days of the event. Family status can change in many ways, including but not limited to: birth or adoption of a child, divorce or death of a spouse, a dependent might enlist in the military or be offered insurance through an employer. Be advised that submission of the appropriate required documentation (i.e. birth certificate, marriage certificate, death certificate, etc.) must be submitted within the thirty (30) day period.

Failure to enroll a dependent within 30 days may result in the dependent not being enrolled until the next Open Enrollment period. For detailed information regarding dependent eligibility, please contact the Township Clerk.

22.5 Vision Coverage:

- One (1) eye exam per calendar year for employees and dependents up to forty dollars (\$40).
- One (1) frame per calendar year for employees and dependents up to ninety dollars (\$90).
- One (1) pair of lenses (eyeglasses or contacts) per calendar year for employee and dependents up to ninety dollars (\$90).
- Reimbursement procedure: Upon submission of claim for benefits, including a purchase requisition and receipts, they will be reviewed and approved for payment as soon as possible.

22.6 Insurance Opt-Out Program: The Township will share the premium savings with an employee who elects not to enroll in the Township's health plan. The Township would pay their employees in an amount as set forth in N.J.S.A. 40A:10-17.1, (as amended) County, Municipal, contracting unit employee permitted to waive benefits coverage. The employee is required to provide proof of other insurance.

ARTICLE 23

GRIEVANCE PROCEDURE

23.1 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 employment under this Agreement.

23.2 Nothing herein shall be construed as limiting the right of the full-time employee having the grievance to discuss the matter informally with any appropriate member of the Township.

23.3 In regard to the Township and the full-time employees covered by this Agreement, the term “grievance”, as used herein, means complaint of controversy arising over the interpretation or applications of the terms and conditions of this Agreement.

23.4 The following constitutes the sole and exclusive method of 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 PBA shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved full-time employee and the Township Administrator or designee for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Township Administrator or designee shall answer the grievance, in writing, within five (5) calendar days of receipt of the grievance in writing, which shall be given to the employee no later than fifteen (15) calendar days after the grievance has occurred.

Step Two: If the PBA wishes to appeal the decision of the Township Administrator or designee, such appeal shall be presented to the governing body or designee within fourteen (14) calendar days after the Township Administrator or designee’s decision or the date by which the decision should have been rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The governing body or designee shall schedule a meeting with the full-time employee and the PBA within fourteen (14) calendar days after the receipt of the written submission. The governing body or designee will respond in writing within ten (10) calendar days of said meeting.

Step Three: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within thirty (30) calendar days of the date of the Township’s decision in Step Two. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the answer in Step Two. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy suggested.

23.5 Arbitration

The parties or party acting jointly or separately, shall request New Jersey State Public Employment Relations Commission (PERC) to proceed with their processing of the grievance arbitration request.

The cost of the arbitrator and the expense of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. However, if only one party desires a court reporter, said party must bear the cost for the same. If both parties request a copy of the transcript, the fee for the same should be shared equally. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating their decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the New Jersey Courts. The decision of the arbitrator shall be final and binding for the parties of this Agreement, subject to either party’s statutory right to appeal the same.

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

abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing and signed by representatives of both parties, to expand or contract the time limits for processing the grievance at any step in the procedure.

ARTICLE 24

SAVINGS CLAUSE

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

24.2 Nothing in this Agreement shall serve to supersede or invalidate any provisions of any Federal, State or Local Law, or any provisions of the revised General Ordinances of the Township of Plumsted, except as specifically amended by the terms of this Agreement.

ARTICLE 25

PBA DUTIES

25.1 Prohibiting Practices: Neither the PBA nor any employee shall engage in any of the following practices:

- a. Restrain or coerce any employee in exercise of any rights granted under this Agreement.
- b. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employer or employee organization or attempt to cause the employer to violate any rights of the employee.
- c. Discriminate against any employee because they have signed or filed any affidavit, petition, or complaint or any other form of process, or given any information or testimony alleging violations of this Agreement.
- d. Discriminate against any employee covered by this Agreement because of race, color, age, sexual orientation, gender, disability, ethnicity, religion, affiliation, PBA or non-PBA; or discriminate in the application or interpretation of the provisions of this Agreement or to discriminate against any employee where in such discrimination is prohibited by any law of the State of New Jersey or of the United States.
- e. Discriminate against any employee who has filed a grievance pursuant to Article 18 of this Agreement or any other Article of this Agreement.
- f. To initiate, authorize or participate in any strike.

ARTICLE 26

MANAGEMENT DUTIES TO THE UNION

26.1 The Employer shall provide the following materials to every employee:

- a. A copy of the special orders, general orders, training bulletins and rules and regulations, and the new Township ordinances where potentially applicable to police operations on a one-time basis.
- b. A copy of this Agreement for all employees on a one-time basis.

ARTICLE 27

EMT CERTIFICATION

27.1 Upon satisfactory proof of certification, a once a year stipend will be paid in the amount of \$500 for full-time permanent officers (not probationary) that possess and maintain a current Emergency Medical Technician Certification. Training for EMT certification shall not be eligible for paid leave time or completed on duty as training.

ARTICLE 28
DURATION OF AGREEMENT

28.1 This Agreement shall be retroactive to January 1, 2021 and shall remain in effect to and including December 31, 2024.

28.2 Salary, leave time and overtime pay for the holidays in Section 4.4 will be retroactive to January 1, 2022.

28.3 This Agreement will apply to those officers that are currently employed at the time of the signing of the contract.

28.4 This Agreement shall continue and remain in full effect from year to year thereafter until such time as its terms are modified, amended or rescinded by a newly executed contract. The parties hereto agree to begin negotiations not more than 120 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 2024.

Novem R 3, 2022

DATE

Robert W. Bowen

ROBERT W. BOWEN, MAYOR
TOWNSHIP OF PLUMSTED

ATTEST:

Jennifer Witham

JENNIFER WITHAM, RMC, CMR
BUSINESS ADMINSTRATOR/CLERK

11/3/2022

DATE

John Garrigan #273

JOHN GARRIGAN, PRESIDENT
PLUMSTED PBA LOCAL 390

ATTEST:

Gay Self

SCHEDULE A

	2021	2022	2023	2024
Step 1	\$36,000	\$36,000	\$36,000	\$36,000
Step 2	\$41,000	\$41,000	\$41,000	\$41,000
Step 3	\$45,000	\$45,000	\$45,000	\$45,000
Step 4	\$50,000	\$50,000	\$50,000	\$50,000
Step 5	\$55,000	\$55,000	\$55,000	\$55,000
Step 6	\$58,000	\$58,000	\$58,000	\$58,000
Step 7	\$62,000	\$62,000	\$62,000	\$62,000
Step 8	\$66,000	\$66,000	\$66,000	\$66,000
Step 9	\$70,000	\$70,000	\$70,000	\$70,000
Step 10	\$75,226	\$80,000	\$85,000	\$90,000
Sergeant	\$81,244	\$86,400	\$91,800	\$97,200

The progression through salary steps is as follows:

All new hires January 1st to June 30th will be placed at Step One. The officer will progress to Step Two the following January 1st. Progression to each succeeding step will be on January 1st thereafter.

All new hires July 1st to December 31st will be placed at Step One. The officer will progress to Step Two on the first anniversary of their date of hire and remain at Step Two the following full year. Progression to each succeeding step will be on January 1st thereafter.

Sergeants will earn no less than 8% above Step 10 salary.