

AGREEMENT

BETWEEN

TOWNSHIP OF PLUMSTED

COUNTY OF OCEAN

STATE OF NEW JERSEY

AND

JASON R. REILLY

LIEUTENANT
OF PLUMSTED TOWNSHIP POLICE

COVERING

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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PREAMBLE

This agreement entered on this **1st day of September, 2021**, by and between the Township of Plumsted, a Municipal Corporation, County of Ocean, State of New Jersey, (hereafter referred to as Township) and the Plumsted Township Police Lieutenant.

RECOGNITION

This Agreement, subject to statutory provisions, shall govern wages, hours, fringe benefits and other conditions of employment hereafter set forth.

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

VACATION

The Lieutenant shall be entitled to two hundred (200) hours of vacation time per year. Any unused vacation leave may be carried forward into the next succeeding year only. In the event the Lieutenant is unable to utilize during the first six (6) months of the succeeding year any unused vacation time, the Township Committee may consider approval by resolution, at the Lieutenants request, with the Chiefs approval, to utilize the aforementioned unused vacation time during the last six (6) months of the succeeding year. Unused vacation time from the previous year shall not be utilized so that a vacation will exceed the total for the previous year. Vacation leave shall be pro-rated during last year of employment.

- (A) All vacations are subject to the approval of the Chief of Police.
- (B) Vacation time will commence on January 1st of each year
- (C) Unless specifically authorized by the Township Committee in advance, extra compensation will not be allowed in lieu of unused vacation. Vacation time is granted to all employees as a period of health, rest, relaxation and pleasure.

HOLIDAYS

The following shall be recognized as holidays under this agreement.

1. New Years' Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Day
13. Floating Holiday (in lieu of General Election Day)

Holidays will be recognized in the same manner as all other municipal administrative officers.

Floating holiday may be used with the approval of the Chief of Police.

BEREAVEMENT LEAVE

The Lieutenant shall receive forty (40) hours leave with pay in the event of death of an immediate family member. Immediate family is defined as

1. Spouse and parents thereof
2. Sons and daughters, and spouses thereof
3. Parents and spouses thereof
4. Brothers and sisters and spouses thereof
5. Grandparents and grandchildren and spouses thereof
6. Any individual related by blood to the Lieutenant, who permanently resides with the Lieutenant.

If the funeral is outside of the State of New Jersey, up to an additional twenty (20) hours of travel time may be granted upon the approval of the Mayor.

Memorial Service – ten (10) hours of contractual bereavement leave may be granted within one hundred twenty (120) days of the date of death of an immediate family member as defined above to attend a memorial service in lieu of funeral services.

The Lieutenant may request up to ten (10) hours to attend a funeral of a friend.

SICK LEAVE

(A) As used herein, "sick leave" means paid leave that may be granted to the Lieutenant for use if, through sickness or injury, he becomes incapacitated to a degree that it makes it impossible for the Lieutenant to perform the duties of the position, 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 Lieutenant to assure care for the member of the immediate family. The term "immediate family" as referred to herein shall mean spouse, child, any family member that lives in the same household as the Lieutenant, and immediate step relatives who live in the same household as the Lieutenant.

(B) 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 Lieutenant to the governing body.

(C) When the absence on account of illness or disability does not exceed three (3) consecutive days during a calendar year, normally the Lieutenant's statement of the cause will be accepted without a supporting statement from his attending physician, although the Township with due cause may have the Lieutenant examined by a licensed physician at any time it elects to do so. The Business Administrator may request that the Lieutenant furnish a medical certificate from a physician having personal knowledge of the Lieutenant's condition in support of the Lieutenant's absence from work. Failure of the Lieutenant to submit the medical certificate may result in the sick leave being disapproved and the absence charged as absence without pay. The Township also reserves the right to waive this requirement or to require the Lieutenant to be examined by a physician designated by the Township and to have the Lieutenant certified as fit for duty before the Lieutenant returns to work.

(D) Sick leave which is disapproved will be charged as absence without pay.

(E) During protracted periods of illness or disability, the Township may require interim reports on the condition of the Lieutenant at weekly or biweekly periods from the attending physician and/or a physician designated by the township. When under medical care, the Lieutenant is expected to conform to the instructions of the attending physician if he wishes to qualify for salary payment during such period of illness or disability.

(F) The following regulations shall apply to sick leave of the Lieutenant:

1. Sick leave will be recorded in thirty (30) minute increments.
2. Sick leave can be accumulated up to a maximum of two hundred forty (240) hours.
3. The Lieutenant shall earn sick time at the rate of eighty (80) hours per year.
4. Any amount of sick leave used which exceeds the amount accrued at time of separation from the Township, will be deducted from the final salary payment.

5. Upon retirement or termination from the police department the Lieutenant may use accumulated sick leave as paid days off from work, to be taken to the normal retirement dated.
6. If the Lieutenant is unable to report to work due to illness, this fact shall be reported to the Chief of Police or his designee at least one (1) hour before the start of the normal work day.
7. If the Lieutenant qualifies for payments under workers compensation weekly benefits and is on sick leave and receiving his normal compensation, shall during the period he is receiving such weekly benefits, be entitled only to that portion that is his regular salary which with the workers' compensation payments, equals his normal salary.
8. The sick leave incentive plan for all regular employees is based on attendance for a normally scheduled workday. One day's regular pay equals employee's base pay. The incentive plan will only apply after the accumulating of two hundred forty (240) hours, thereafter to be paid annually for unused sick time at 50% of the unused allotment of that years eight (80) hours. The Lieutenant may elect to have this annual payment deposited into the Township's deferred compensation plan, up to the maximum monetary numeration allowed by law.
9. Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which the Lieutenant may be compensated for leave on account of disability or of illness, but these provisions are to be construed and administered in conjunction therewith.

PERSONAL DAYS

The Lieutenant shall receive forty (40) hours per year for personal use. Personal days shall not accumulate from year to year. Personal time shall be prorated during the last year of employment. Upon separation from employment, any time used in excess of accrued time will be deducted from the final salary payment.

WORKING TIME AND ATTENDANCE

(A) Accurate and complete time and attendance records shall be maintained by each Department Head of the Township of Plumsted. The person in charge of the department or office or unit shall certify at least each pay period as to the accuracy of the time reports or records.

(B) The standard workweek shall consist of forty (40) hours per week, Monday through Sunday. Days and hours will be flexible as needed, at the discretion of the Chief, to ensure the responsible operation of the police department.

(C) The Lieutenant is not eligible for holiday pay or overtime.

SALARY

For the duration of this contract the Lieutenant shall earn the following salary for the year:

January 1, 2021 – December 31, 2021	\$98,300/year
January 1, 2022 – December 31, 2022	\$103,200/year
January 1, 2023 – December 31, 2023	\$108,200/year
January 1, 2024 – December 31, 2024	\$113,610/year

Above includes all vacation and holiday time and longevity payments. The annual base salary paid to the Lieutenant shall be a minimum of 15.0% higher than the pay of a Sergeant in the Plumsted Township Police Department. The determination of the Sergeant pay shall include all monetary benefits rolled into the base salary of the Sergeant

The parties mutually agree that if they have not executed a successor agreement by December 31, 2024, then this agreement shall continue in full force and effect until a successor agreement is executed.

ABSENCES IN GENERAL

(A) Absences from duty shall be classified as "illness", "vacation" or "other" and shall be so noted on the daily time reports.

(B) The Lieutenant shall notify the Chief of Police of any absence from duty. If not possible to do so in advance of the working day, the report shall be made by telephone or otherwise as early as possible on the day of absence.

(C) A leave of absence without pay may be requested by submitting in writing all facts bearing on the request to the Business Administrator for consideration by the governing body. Each case will be considered on its merit and without establishing a precedent.

(D) A certified absence on account of a disability or accident caused in the usual course of his employment and directly in line of duty shall not have such absence charged against his sick

leave. All other provisions regarding absence on account of sickness or disability apply to full-time employees suffering job disability or accident.

(E) On the job injury. If the Lieutenant is injured or disabled resulting from or arising out of his employment, the governing body may grant a leave of absence 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.

Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which fulltime 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.

SEPARATION FROM SERVICE

The following regulations shall apply to the separation of employer-employee relations between the Lieutenant and the Township of Plumsted and the municipality as employer:

(A) Separation from the service of the Township may result from voluntary resignation of the Lieutenant or from the termination of his services by the governing body.

(B) The written resignation of the Lieutenant shall be submitted to the governing body through the Business Administrator and shall be attached to his personal history file and shall be reviewed by the Business Administrator prior to the effective date of the Lieutenant's separation.

(C) Separation for cause can only be accomplished by the governing body after a hearing has been provided to the Lieutenant.

(D) All employees shall, upon leaving the service of the Township, complete and sign the "termination receipt" when receiving their final compensation. This receipt shall be filled in the Lieutenant's personal history file as evidence of the satisfaction of all claims against the township.

(E) Any full-time employee who experiences a voluntary separation from the service of the Township, upon obtaining retirement age or after twenty-five (25) continuous years of service with the Township, shall be entitled to continue his or her insurance coverage through the Township, provided that the full-time employee assumes and pay for the entire cost of the insurance premiums for that former full-time employee. If possible, such insurance premiums shall be paid directly to the insurance carrier.

(F) All full-time employees shall, upon leaving the service of the Township, return all keys, identification cards and any other Township property which they have in their possession as a result of their employment prior to their receiving their final compensation. The keys, identification cards and other Township property shall be turned into the Township Clerk's Office and the Township Clerks Office shall issue a letter setting forth the items returned to the Township by the full-time employee and shall provide a copy to the full-time employee for

submission to the Chief Financial Officer for payment of final compensation due the full-time employee.

RETIREMENT AND PENSION

- (A) The Township shall continue to make contributions to provide pension and retirement benefits to the Lieutenant, pursuant to provisions of the statutes and laws of the State of New Jersey.
- (B) If the Lieutenant retires or is disabled and pensioned under the New Jersey Police and Fireman's Retirement System, he shall be entitled to use all accumulated sick leave as set for in this agreement.
- (C) Extended Retirement Leave - Upon retirement, the Lieutenant shall be entitled to exhaust all accumulated sick, vacation and personal leave prior to retirement. The Lieutenant will remain on the payroll until all time is exhausted. During the extended retirement leave, no additional personal days, vacation or sick time benefits shall accrue.
- (D) If the Lieutenant is required to perform duties for the Township, such as but not limited to, appearing in court, provide testimony at depositions, meet with Township officials or representatives related to Township Business, he shall be compensated at the hourly rate at which he retired (annual salary divided by 2080 = hourly wage).

JURY DUTY

It is the public policy of the Township to encourage full-time employees to perform all 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 employee to serve as 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 juror's compensation for the days required in service as juror.

INSURANCE

- (A) Full-time employees are provided with medical and prescription benefits paid for by the Township, with the employee making contributions at the rates set forth in P.L. 2011 Chapter 78. The level of benefits provided are either HMO, EPO or PPO as chosen by the employee. Should an employee prefer a traditional plan, the employee shall be responsible for the difference in cost

to the Township provided coverage and traditional coverage. The balance owed by the employee shall be paid to the Township by way of payroll deduction.

(B) The Township agrees to provide dependant Healthcare and Prescription Plan, paid by the Township subject to the employee making contributions at the rates set forth in P.L. 2011 Chapter 78.

(C) Optical Coverage - 1. One (1) eye exam per calendar year upon submittal of receipt and payment of applicable co-payment for dependents up to forty dollars (\$40). 2. One (1) frame per calendar year upon submittal of receipt and payment of applicable co-payment for dependent up to ninety dollars (\$90). 3. One (1) pair of lens per calendar year upon submittal of receipt and payment of applicable co-payment for dependent up to ninety dollars (\$90). 4. 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.

(D) Dental Coverage - The Township provides dental coverage to its employees and their dependants, paid by the Township subject to the employee making contributions at the rates set forth in P.L. 2011 Chapter 78.

(E) Commencing on June 28, 2011, all Township employees did commence to contribute towards health insurance benefits as mandated by the provisions of P.L. 2011 Chapter 78. For the duration of this contract, the Lieutenant shall contribute toward the cost of health/medical, prescription, dental and optical at the rates set forth in P.L. 2011 Chapter 78.

(F) The Township will share the premium savings with an employee who elects to enroll in his/her spouse's health insurance program. The Township will also share the premium savings with an employee who is enrolled in the Township's health plan but elects not to enroll in his/her eligible spouse or dependants 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.

(G) The Township agrees that the Lieutenant is entitled to the health insurance and related coverage consistent with and equal to that offered to the Plumsted Police Benevolent Association.

UNIFORMS

(A) The Township agrees that the Lieutenant is entitled to the same uniform provisions consistent with and equal to that offered to the Plumsted Police Benevolent Association.

(B) The Lieutenant shall have dry cleaning provided by the Township and shall take his uniforms utilized during the performance of his duties to the dry cleaner selected by the Township, according to the municipal bid procedure.

LIABILITY PROTECTION

The Township shall maintain in effect public liability insurance, in an amount adequate to protect the Lieutenant against damage awards granted in negligence and maintain in effect liability insurance in an amount adequate to protect the Lieutenant against claims for compensatory damage arising out of alleged gross negligence, malicious prosecution, false arrest, slander, liable and similar torts.

Upon written request from the Lieutenant, the Township shall furnish to the Lieutenant written evidence of the liability policies in effect.

TOWNSHIP VEHICLE

The Township will make available to the Lieutenant an unmarked patrol vehicle in the event he is recalled for duty.

MEMBERSHIPS

The Lieutenant shall be allowed to enroll in professional organizations respective of his title. Enrollment in the organizations shall be permitted subject to the approval of the Mayor or Business Administrator. The Township shall provide for dues and time to attend the functions of said organizations if so approved. The Lieutenant shall provide annually a list of such organizations and the associated dues for the next calendar year during the budget preparation period beginning in the Fall each year.


SAVINGS CLAUSE

(A) It is understood that if any provision of this agreement or any application of this agreement to the Lieutenant is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provision shall not be affected thereby, and shall continue in force and effect. The parties shall immediately commence negotiations for replacement provisions to that section of the contract declared inoperative.

(B) 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.

MISCELLANEOUS PROVISIONS

- (A) The Township agrees to reopen the contract should a new collective bargaining agreement between the Township and the Police Benevolent Association be ratified during the term of this contract. Unless a different date is mutually agreed upon, the parties shall begin negotiations for a successor agreement between October 1, 2024 and October 31, 2024.
- (B) This agreement shall have a term from January 1, 2021 through December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, this agreement shall continue in full force and effect until a successor agreement is executed. The Lieutenant shall receive no increase in compensation after December 31, 2024 unless and until a successor agreement is agreed upon.
- (C) The Lieutenant will not seek retroactive salary during the negotiation of this contract for the time period beginning January 1, 2021 and ending September 1, 2021.

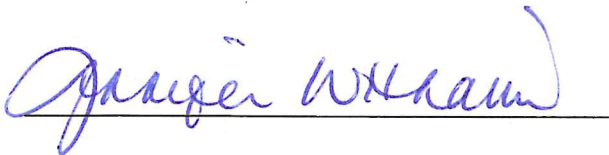
 9/15/2024

Herbert F. Marinari, Mayor

(date)

Township of Plumsted

ATTEST:



 9/16/21

Jason R. Reilly, Lieutenant

(date)

Township of Plumsted

ATTEST:

