AGREEMENT

between

TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN, NEW JERSEY

and

TEAMSTERS UNION LOCAL # 676
(DISPATCH UNIT)

JANUARY 1, 2017 through DECEMBER 31, 2019

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PREAMBLE

This Agreement, effective as of this 1st day of January, 2017, by and between the TOWNSHIP OF GLOUCESTER, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and TEAMSTERS UNION LOCAL #676, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1
RECOGNITION

The Township, pursuant to Public Employment Relations Commission docket #87-32, recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining negotiations for employees of the Township employed as Police Radio Dispatchers by the Gloucester Township Police Department, excluding all supervisors and other employees as defined in the Act.

ARTICLE 2
MANAGEMENT RIGHTS

A. The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

   1. The executive management administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate manner possible as may from time to time be determined by the Township.

   2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

   3. The right of management to make, maintain, and name such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance

notice to the employees, to required compliance by the employees, is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

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

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 3
RULE AND REGULATIONS

A. The Township shall and may establish and enforce binding rules and regulations in connection with the operation of the Township and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

B. It is understood that all employees shall comply with all rules and regulations of the Department and order of directives issued by the Chief of Police or his designee from time to time.

C. If any employee believes a rule, regulation, or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation, or instruction, but with the further provision that such employee may regard the rule, regulation, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

D. A copy of any proposed new or modified rule or regulation shall be forwarded by the Township to the Chief Shop Steward and the Union at least thirty (30) calendar days prior to the proposed date of implementation.

ARTICLE 4
BAN ON STRIKES

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or 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 position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action against such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law.

ARTICLE 5
GRIEVANCE PROCEDURE

A. 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.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township. An employee shall have the right to Union representation at each and every step of this grievance procedure. In all disciplinary hearings and/or hearing designated for the appeal of a disciplinary action already taken, the employee shall be entitled to Union representation, the Chief Shop Steward or his designee, and a Union representative from the bargaining unit of which the employee is a member.

C. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.

D. 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 1: The aggrieved or the Union shall institute action under the provisions hereof within seven (7) 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 employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within seven (7) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. An incomplete submission shall permit the Chief of Police to request the additional required documentation without his response time beginning until the submission is complete. However, an incomplete submission shall not be grounds for dismissing the grievance as

untimely filed. The Union, at the time of the submission, may request a meeting with the Chief of Police. The Chief of Police or his designated representative will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance, or the meeting, whichever is later.

Step 3: If the Union wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor within fourteen (14) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. An incomplete submission shall permit the Mayor to request the additional required documentation without his response time beginning until the submission is complete. However, an incomplete submission shall not be grounds for dismissing the grievance as untimely filed. The Union, at the time of the submission, may request a meeting with the Mayor. The Mayor shall respond in writing to the grievance within fourteen (14) calendar days of the submission, or the meeting, whichever is later.

Step 4: If the grievance is not settled through Steps 1, 2 and 3, either party shall have the right to submit the dispute 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 the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

The parties agree that at no time shall they place more than one (1) issue before any one arbitrator at any one time.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor on the grievance. In the event the grievant pursues his remedies through Civil Service,

the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, 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 thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for 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 to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

H. All disciplinary matters where Civil Service does not retain jurisdiction for the purpose of appeal of disciplinary actions shall be governed by this grievance procedure, including arbitration.

ARTICLE 6
NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, physical disability, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear or penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 7
SHOP STEWARDS/UNION RIGHTS & ACTIVITIES

A. Upon prior notice to the appropriate Township employee, authorized representatives of the Union shall be permitted to inspect Township communications facilities and laboratory and locker room areas utilized by radio dispatchers. The Township shall have the right to deny access to the above mentioned facilities if access would interfere with the normal conduct of the work being performed.

B. Whenever a complaint is made concerning the wages, vacations and/or holidays of the employee, the complaining employee shall have the right to inspect the Township's payroll and time records of the complaining employee.

C. The Union has the right to designate shop stewards and alternates from the Township's seniority list. The authority of the shop stewards and alternates shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Township or the Township's designated representative, in accordance with the provisions of this Agreement.

2. The collection of dues and fees when authorized by Local Union resolution.

3. The transmission of such messages and information which shall originate with and/or authorized by the Local Union or its officers.

D. The shop steward shall be permitted to present and process grievances without loss of time or pay. Such time spent in handling grievances when during work hours of the employee shall be considered working hours to be compensated at the employee's regular hourly rate of pay.

E. The Township will make a concerted effort to accommodate the Shop Steward's schedule in order to eliminate the possibility of meetings outside the Steward's work schedule. If the Shop Stewards are required to meet outside of the Stewards work schedule, they will be granted "comp time" on an hour for hour basis.

F. A maximum of one (1) employee who is a member of the Union's negotiating committee shall be permitted time off from duty without loss of pay to attend negotiating sessions, and the representative shall be compensated by the Township for all lost earning opportunities, or time loss, so long as the employee has given prior notice to and received prior authorization from his/her immediate supervisor.

G. The Township agrees to grant time off from duty without loss of pay to the chief shop steward to attend group meetings of the Union, so long as such meetings do not exceed one-half (½) hour per month, when necessary.

ARTICLE 8
DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

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

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide the necessary "checkoff authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township has the right and agrees to deduct the fair share fee from the earnings of those employees, without their authorization, who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

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

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to

engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union, advising of such changed deduction.

Drive Authorization and Deduction: The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 9
PROBATIONARY PERIOD

A. An employee shall be subject to a probationary period during which time said employee may be discharged by the Township with or without cause.

B. The length of this probationary period shall be ninety (90) calendar days from the date of employment by the Township.

ARTICLE 10
SENIORITY

A. Seniority is defined as an employee's total length of service with the Township of Gloucester, beginning with his original date of hire.

B. An employee having broken service with the Township (as distinguished from a leave of absence) shall not accrue seniority credit for the time when he was not employed by the Township.

C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

   1. If hired prior to the effective date of this Agreement, seniority preference amount such employee receive shall be determined by the order in which employees are already shown on the Township's payroll records, first name, first preference, etc.

   2. For employees hired on the same date subsequent to the date of this Agreement (through 12/31/13), preference shall be given in alphabetical order.

   3. For employees hired on the same date subsequent to the date of this Agreement (2014 - 2016), preference shall be given based on work performance and disciplinary history. This article does not include selection for overtime.

D. The Township shall maintain an accurate, up to date, seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the representative upon request, and same shall be posted annually on the Union's bulletin board.

E. Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situations where substantial employee advantages are concerned, seniority shall prevail, provided the employee has the ability to perform the work involved.

ARTICLE 11
BULLETIN BOARD

A. The Township agrees to provide one (1) bulletin board in the Communications Room for the exclusive use of the Union to post notices and other Union information. Only

information pertaining to Union business shall be posted on the bulletin board.

B. All material posted on said bulletin board must be on official Union letterhead or must be signed by an authorized Union representative.

C. Any material posted on said bulletin board which does not comply with the requirements of this Article may be removed by the Township.

ARTICLE 12
PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the appropriate Township official, Mayor and/or governing body only.

B. Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the department head or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 13
WORK SCHEDULE

Gloucester Township (hereinafter, the "Township") and the Teamsters Union Local # 676 (hereinafter the "Union") (collectively, the "Parties") hereby agree as follows.

A. The Parties are currently signatories to a collective bargaining agreement ("CBA") covering the period January 1, 2011 to December 31, 2013 ("Expired Agreement").

B. The Parties are currently engaged in the negotiations for a successor collective negotiations agreement ("Successor Agreement"), and while they do so, the Expired Agreement remains in full force and effect.

C. The Parties agree to implement certain changes to the Expired Agreement which shall be incorporated into the Successor Agreement upon its finalization, but which the Parties mutually desire and intend to come into force immediately, as set forth below.

D. The Parties agree that Article 13 (Work Schedule) of the Expired Agreement shall be replaced with the following language, which shall be implemented as soon as practicable and also included in the Successor Agreement (subject to any necessary renumbering).

1. The Chief may establish a regular duty schedule providing a basic work week averaging of between 40 and forty-two (42) hours. The Chief may establish and modify schedules within these parameters. For example, the work week could be comprised of four (4) ten (10) hour days or three and one-half (3 ½) twelve (12) hour shifts within the work week.

2. If the Chief elects to use 12 hour shifts, the Chief may create regular work schedules for dispatchers may be assigned to one of two regular schedules, A or B.

   a. The payroll workweek for Schedule A shall commence at 12:00hrs Saturday and ends 11:59hrs the following Saturday.

   b. The payroll workweek for Schedule B shall commence at 00:00hrs Sunday and end at 23:59hrs the following Saturday.

3. The exact hours and days for a particular dispatcher shall be established and may be modified by the Chief of Police.

4. Upon prior notice and approval of the supervisor, dispatchers shall be permitted to exchange assigned shifts. It is recognized that any such exchange shall be voluntary and for the sole benefit of the dispatchers involved. The exchange of shifts shall not be permitted to the extent it would create any overtime obligation on the part of the Township or any other economic obligations for the Township pursuant to this Agreement.

5. Dispatchers shall be given the opportunity to rebid between Schedule A or Schedule B every January or when vacancies on a Schedule arise. Every effort shall be made to only reassign dispatchers to new Schedules only at the time of the annual (January)

platoon change (rebid) with the express understanding that the Chief of Police can make such changes at anytime at his/her discretion.

E. Dispatchers shall receive .5 hours of comp time (earned at time and a half) per shift for any Dispatcher who works a shift as a trainer.

ARTICLE 14
SHIFT DIFFERENTIALS

The Parties agree that Article 14 (Shift Differentials) of the Expired Agreement shall be replaced with the following language, which shall be implemented as soon as practicable and also included in the Successor Agreement (subject to any necessary renumbering).

1. The shift differential for assignment to one of the following shifts on a permanent basis shall be as follows:

    a. First shift - 0% (06:00hrs to 18:00hrs or 07:00hrs to 19:00 hrs)

    b. Second shift - 7% (18:00hrs to 06:00hrs or 19:00hrs to 07:00hrs)

    c. Third shift - 4% (12:00hrs to 24:00hrs)

2. Payment for shift differential pursuant to Section A shall be included in the employee's regular paycheck for the work period.

ARTICLE 15
OVERTIME - CALL-IN TIME

The Parties agree that Article 15 (Overtime - Call-in Time) of the Expired Agreement shall be replaced with the following language, which shall be implemented as soon as practicable and also included in the Successor Agreement (subject to any necessary renumbering).

A. Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1½) times the employee's regular base rate of pay under the following conditions:

    1. All hours work in excess of the employee's regular number of scheduled hours of duty in any one (1) day and is granted only when the work has been requested and approved by the immediate supervisor.

2. All hours worked over 40 hours in a workweek.

B. Employees shall be entitled to receive overtime pay at the rate of double their regular base rate of pay for all work performed over fifty six (56) hours worked in any single pay period.

C. Only time actually worked is counted for determining overtime eligibility under this Article.

D. Unscheduled overtime work shall be distributed as equitably as possible amongst all employees who have been given a reasonable notice (2 hours) that overtime will be worked, except in cases of emergency. Unscheduled overtime shall be defined as overtime that is necessary staff a position for a shift that is occurring six hours or less from the time it was learned that overtime is necessary. Such unscheduled overtime shall be offered based on a rotating seniority list.

E. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was worked.

F. In the event that an employee is called back to work outside of his/her regularly scheduled shift, he/she shall be paid a minimum of four (4) hours pay, with all hours worked being compensated at the rate of one and one-half (1½) times the employee's regular base rate of pay, so long as said recall is not contiguous with the employee's regularly scheduled shift. The Township has the right to require the employee to remain on duty for the full four (4) hour period.

G. In the event that an employee is called back to work outside of his/her regularly scheduled shift for the purpose of attending court, he/she shall be paid a minimum of two (2) hours pay, with all hours worked being compensated at the rate of one and one-half (1½) times the employee's regular base rate of pay, so long as said court appearance is not contiguous with the employee's regularly scheduled shift.

H. No duplication of "pyramiding" of overtime is allowed – no hour worked may be counted more than once for the purposes of determining overtime and only 1 type of premium payment (the highest applicable) for any given hour of work.

ARTICLE 16
WAGES

A. As of January 1, 2017, the following salary schedule shall be effective for all bargaining unit members:

Part Time Wage Schedule: 2017: $.25 + 1.75%, 2018: 2%, 2019: 2%.

		$.25 + 1.75%		2%		2%
		2017		2018		2019
Dispatcher	Year of Hire		Year of Hire		Year of Hire	
Start - 6 Months	2017	$ 16.43	2018	$ 16.76	2019	$ 17.09
6 Mos - 1 Yr	2017	$ 17.17	2018	$ 17.52	2019	$ 17.87
1 Yr of Service	2016	$ 17.92	2017	$ 18.28	2018	$ 18.64
2 Yrs of Service	2015	$ 18.66	2016	$ 19.04	2017	$ 19.42
3 Yrs of Service	2014	$ 19.33	2015	$ 19.72	2016	$ 20.12
4 Yrs of Service	2013	$ 20.03	2014	$ 20.43	2015	$ 20.83

Full Time Wage Schedule: 2017: $.25 + 1.75%, 2018: 2%, 2019: 2%.

		$.25 + 1.75%		2%		2%
		2017		2018		2019
Dispatcher	Year of Hire		Year of Hire		Year of Hire	
Start - 6 Months	2017	$ 18.21	2018	$ 18.57	2019	$ 18.94
6 Mos - 1 Yr	2017	$ 18.95	2018	$ 19.33	2019	$ 19.72
1 Yr of Service	2016	$ 19.70	2017	$ 20.09	2018	$ 20.49
2 Yrs of Service	2015	$ 20.44	2016	$ 20.85	2017	$ 21.27
3 Yrs of Service	2014	$ 21.78	2015	$ 22.22	2016	$ 22.66
4 Yrs of Service	2013	$ 22.51	2014	$ 22.96	2015	$ 23.41
5 Yrs of Service	2012	$ 22.51	2013	$ 22.96	2014	$ 23.41
6 - 9 Yrs of Service	2008-2011	$ 22.90	2009-2012	$ 23.36	2010-2013	$ 23.83
10 - 14 Yrs of Service	2003-2007	$ 23.33	2004-2008	$ 23.79	2005-2009	$ 24.27
15 - 19 Yrs of Service	1998-2002	$ 23.87	1999-2003	$ 24.34	2000-2004	$ 24.83
20 Years of Service	1997	$ 24.31	1998	$ 24.79	1999	$ 25.29

Senior employees who have reached their maximum years of service, will receive the following: 2017: $.25 + 1.75%, 2018: 2%, 2019: 2%

Part-timers will receive the starting rate in the applicable year.

Payroll is distributed bi-weekly (every two weeks). Mistakes in paychecks shall be brought to the supervisor's attention. Once verified, the mistake will be corrected and any additional amounts due shall be paid in the next pay period.

If however, the mistake is verified as no fault or negligence by the employee's responsibility to clock in/out, enter/notify supervisors of overtime/comp not entered, or any other notification required of the employee to the supervisor for discrepancies, then the adjustment, if the amount of underpayment exceeds $35.00, shall be issued within three (3) business days of confirmation of the error. This provision does not include retro payment for salary increases.

ARTICLE 17
HOLIDAYS

A. All full-time permanent employees shall be entitled to fifteen (15) paid holidays annually. These holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving Day
Independence Day	Christmas Day
Day After Christmas	Labor Day
Employee's Birthday	

All holidays will be the actual holiday, not holiday observed.

B. If the Township, the Governor of New Jersey, or the President of the United States declares a holiday in addition to those set forth above, any employee who is required to work on such holiday shall be granted an additional day off at a later date, to be mutually agreed upon by the employee and the Chief of Police so as not to interfere with the daily operation of the Department. The term "holiday" does not include non-discretionary holidays granted (holidays negotiated into other Township Collective Bargaining Agreements) and does not include emergency closings.

C. Compensation for holidays shall be as follows:

1. Holiday Pay has been rolled in to the wage schedule, as outlined in Article 16 above, for full time Dispatchers.

2. Full Time Dispatchers working a holiday as part of their regular shift shall not receive any additional compensation. In the event a FT Dispatcher is called in on for a holiday on a scheduled off by, the rate of pay for the holiday worked shall be two times (2X) his base rate.

D. Part Time Telecommunicators who work the following holidays will be paid double their rate:

New Years Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

ARTICLE 18
VACATIONS

A. Employees covered by this Agreement shall be entitled to the following annual vacation leave. Hours earned are based on the accrual rate of an eight (8) hour day.

1. After six (6) months up to one (1) year of service, 8 hours for each month of service.

2. From one (1) year up to and including the third (3rd) year of service, 112 hours of vacation (14 eight (8) hour days).

3. From the fourth (4th) year up to and including the sixth (6th) year of service, 136 hours of vacation (17 eight (8) hour days).

4. From the seventh (7th) up to and including the ninth (9th) year of service, 160 hours of vacation (20 eight (8) hour days).

5. From the tenth (10th) year up to and including the fourteenth (14th) year of service, 200 hours of vacation (25 eight (8) hour days).

6. From the fifteenth (15th) year of service through retirement, 240 hours of vacation (30 eight (8) hours days).

B. Where in any calendar year the vacation leave or any part thereof is not used, such vacation period shall accumulate and any unused vacation time, resulting from the pressure of work as determined by the Chief of Police, may be carried forward into the next succeeding year only, and must be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the Chief of Police, the employee still has accumulated vacation time that will be lost; the employee has the right to sell that time only.

C. Vacation time cannot be used for sick time without the express written consent of the employee.

D. It is understood that each employee shall have fully earned his/her vacation as of the first of the year. However, if the employee leaves the service of the Township, his/her earned vacation time unused will be pro-rated for the time period worked in that year, and paid to the employee in his/her last paycheck, provided he/she has given a proper notice of intention to resign or is laid off.

E. For the purpose of computing vacation time earned in terms of hours, a working day is defined as eight (8) hours. If the working schedule is more or less than eight (8) hours, vacation time will be charged the actual hours absent from work (a ten (10) hour work schedule day equals one and one-quarter (1¼) vacation days).

ARTICLE 19
SICK LEAVE

A. All full-time permanent employees covered by this Agreement shall receive eighteen (18) sick days per year, calculated on the basis of an eight (8) hour day, for a total of one hundred forty-four (144) hours of sick leave per year. Sick leave may be accumulated from year to year.

B. Accumulated sick leave may be used by an employee for personal illness, exposure to contagious disease, or an emergency situation where illness in the employee's immediate family requires his/her attendance upon the ill person.

C. For the purpose of this Article, "immediate family" shall be defined pursuant to N.J.A.C. 4A:6-1.21A.

D. Employees must present evidence of illness or injury after one work week of sick leave or at the employer's request, in order to return to work.

E. After two consecutive work week's absence on sick leave for any individual instance, a doctor's verification must be submitted for all sick leave absences, regardless of duration. The employee must present evidence of illness or injury in order for absences, and any further absences to be excused, up to and including return to work date and current work status. Without evidence of illness, absences will be considered unexcused, and employees may not return to work until such verification is received. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. Prior to the return to work, the Township may require an employee to be examined by a physician designated by the Township to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received, but would be compensated for any additional time lost until such appointment is made by the Township.

F. If an employee is absent more than ten (10) days in any calendar year, he may be required to furnish a medical certificate from a physician in support of the employee's absence from work.

G. An employee's supervisor, at his/her discretion and at any time when abuse is suspected, may require the employee to undergo a physical examination.

H. When any employee is absent from work due to illness he/she is expected to report this fact to the appropriate office by telephone or personal messenger three (3) hours prior to the employee's scheduled starting time. This procedure must be followed in order for the absence to qualify as a valid charge against accumulated sick leave.

I. Sick leave must be used while an individual is still employed. Any unused sick leave is forfeited upon termination of employment, except as provided in Section L below.

J. In case of leave of absence due to contagious disease, a certificate is required from a valid health agency. In case of death in the family of an employee, any reasonable proof will be sufficient.

K. Absence without notification for five (5) consecutive calendar days shall constitute a resignation.

L. Abuse of sick leave shall be cause for disciplinary action, and may constitute justifiable cause for dismissal.

M. Full-time provisional employees of the Dispatchers' Unit shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

N. All employees shall receive upon retirement, or at separation in good standing after ten (10) years of service, the sum of fifty (50%) percent for each unused sick day up to a maximum of eighty (80) days at a computed day value of eight (8) hours. In addition to the maximum eighty (80) days accumulated after December 31, 1983, all employees that have accumulated sick time as of December 31, 1983, and not used as of their retirement or termination after ten (10) years of service, may add these days to the maximum of eighty (80) days accumulated after January 1, 1984, and be reimbursed at the rate of fifty (50%) percent of an eight (8) hour day rate. All employees shall receive upon retirement, or separation in good standing after twenty five(25) years of services, the sum of one hundred (100%) percent for each unused sick day up to a maximum of eighty (80) days at a computed day value of eight (8) hours. In addition to the maximum eighty (80) days accumulated after December 31, 1983, and not used as of their retirement or termination after twenty five (25) years of service, may add these days to the maximum of eighty (80) days accumulated after January 1, 1984, and reimbursed at the rate of one hundred (100%) percent of an eight (8) hour day rate.

O. Employees hired after [execution date of this Agreement] shall be entitled to a maximum payment of $15,000 upon retirement.

P. Annually for each five (5) sick days not used, of the current year (earned sick days), the employees shall receive an additional one-half (.5%) percent longevity pay on or about December 1st of each year.

Q. Any permanent full-time employee who has exhausted his/her accumulated sick leave, by reason of illness, as proved to the satisfaction of the Township, shall be continued on the Township's Blue Cross/Blue Shield program for a period not to exceed six (6) months.

ARTICLE 20
PERSONAL DAYS

A. Employees shall receive 36 personal hours (three 12 hours days) per year for personal business, household, or family matters described in this Article. Personal hours are pro-rated for new employees. Any unused days are forfeited at the end of each calendar year.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least one (1) week in advance. Personal days may be granted without one (1) week advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside the work day. Personal leave will not be granted if it interferes with the manpower needs of the Township. The reason for the request for a personal day must be stated at the time of application for personal day leave.

ARTICLE 21
INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, upon compliance with and in accordance with the rest of this Article. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

B. Any employee who is injured, whether slight or severe, while working, must, if physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor.

C. It is understood that the employee must file an injury report, when physically able, with his/her immediate supervisor so that the Township may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate given to him from a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave. If the insurance carrier's physician certifies that the employee is unable to return to work, and if the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the injury leave for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. If the Township can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Township. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Township to the extent which is provided within this Agreement and any ordinance in effect governing the Township of Gloucester.

ARTICLE 22
BEREAVEMENT LEAVE

A. In the event of death of a member of an employee's immediate family, the following leave of absence, with pay, shall be granted.

Under this Provision, each day shall count as eight (8) hours of pay.

1. Seven (7) days off with pay shall be granted in the event of death of an employee's Mother, Father, or Parental Guardian, Spouse, Children of the employee, Brother, Sister.

2. Five (5) days off with pay shall be granted in the event of death of an employee's Grandmother, Grandfather, Grandchild, Step Parents, Step Children and Foster Children.

3. Three (3) days off with pay shall be granted in the event of death of an employee's Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law, spouse's grandmother, grandfather, grandchild, spouse's step-parents, aunts, and uncles.

4. One (1) day shall be granted for nieces, nephews, and cousins. If further time is necessary the employee shall request such time from the Chief of Police.

B. In the event that the death of an extended family member causes an additional burden on the employee, the following may apply.

1. The employee will be entitled to seven (7) consecutive working days funeral leave commencing on the date of death of such family member. Not more than eight (8) hours per day or fifty-six (56) hours for any period will be paid under the provisions of this Section.

2. The term "additional burden" shall mean that the employee must, in addition to making the usual and necessary funeral arrangements and/or attendance at the funeral, be called upon to:

   a. Have to physically remove the household furniture and belongings of the deceased or their survivors to another location;
   b. Have to arrange to dispose of or transfer the business concerns of the deceased, and;
   c. Have to arrange for the care of survivors of the deceased.

ARTICLE 23
JURY DUTY

A. The Township agrees to remove the current language from this article and follow the General Order pertaining to Jury Duty for police employees.

ARTICLE 24
MILITARY LEAVE

A. Military leave shall be granted in accordance with Civil Service rules and regulations and Township Policies and Procedures.

ARTICLE 25
LEAVE OF ABSENCE - WITHOUT PAY

A. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Chief of Police.

B. Any permanent employee desiring such special leave of absence, without pay, shall submit his request in writing stating the reasons why, in his opinion, the request should be granted, along with the anticipated date of his return to duty.

ARTICLE 26
FMLA/FLA LEAVE

A. Leave for pregnancy, child rearing and other types of qualifying leave shall be governed by the Police Department's policy under the federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). Employees must use sick, vacation and/or personal time during such leave, to the extent allowable for each type of leave.

B. Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor.

C. Leave is granted subject to the requirement that employees not engage in outside employment during the hours that they would normally be on duty.

D. Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the Township; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of

work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave, if that leave exceeds sixty (60) consecutive calendar days once on an unpaid leave status. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position. Eligible employees who take leave under this policy must use all accrued available vacation, personal, and sick (if applicable) days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. Gloucester Township reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Human Resources Manager.

Family Temporary Disability (Family Leave Insurance – FLI) payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To establish a valid claim, you must have earned a certain amount in New Jersey covered employment during your "base year." You must have either have worked 20 calendar weeks in the base year, each being a week in which you had New Jersey earnings of $165 or more or a week (up to 13 weeks) in which you were separated from employment due to a declared state of emergency during the base year; or earned $8,300 or more during the base year. The base year is the 52 weeks immediately before the week in which the family leave begins. Only New Jersey covered wages earned during the base year period can be used to establish a valid claim. The weekly benefit is 2/3 of weekly compensation up to a maximum of

$633 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two (2) weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child, except in weekly increments. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide Gloucester Township with 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Township with a regular schedule of days for intermittent leave, which the employer and employee shall agree to.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. A serious injury or illness means an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or

3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or

4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any one of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of 15 calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Any employee out of work for any type of extended unpaid absence will be invoiced for the

premium share that would normally be deducted from the employee's pay. Employees who do not continue to pay their premium share will be able to continue coverage by taking advantage of the COBRA provision.

ARTICLE 27
HEALTH INSURANCE

A. The Township agrees to provide a medical/hospitalization and prescription program for members and their dependents, with benefits continued until retirement.

   Effective upon the signing of this Agreement, the Township shall make available a menu of medical benefits plans for employees to choose from. Employees will have the opportunity to select the plan that best meets their needs. Effective upon the signing of this agreement, the Township shall establish a "Base Plan" for all covered employees. Employees who select coverage under any other plan offered, with a higher premium than the "Base Plan" shall pay an upcharge in addition to the premium share contribution set forth in Chapter 78, P.L. The upcharge is the total cost difference between the premium for the "PPO B" plan and the new "Base Plan". The dental benefit in all plans shall be modified to include those benefits currently provided by the Delta Dental plans.

B. The Township shall have the right to change insurance carriers or institute a self-insurance program so long as substantially similar benefits are provided. The current dental plan shall be continued in effect for the duration of this agreement

C. Coverage shall remain in effect until the age of Medicare eligibility at which time the Township provided coverage shall become secondary to Medicare. The dispatcher (retiree) must enroll in Medicare (Part A and B) in order to maintain Township-provided coverage.

D. The above paragraph refers to retirees. Active employees and dependents that are of Medicare eligible age will not be reimbursed for Medicare Part B, as the group health plan coverage plan is primary.

E. The Township shall provide up to $500 to dispatchers who are actively employed, to offset the cost of qualifying medical expenses such as prescription medication, vision exams, prescription glasses and contact lenses, medical deductibles and co-pays. Employees who retire after the execution date of this agreement are not entitled to this provision.

Dispatchers who retire after May 20, 2015 (execution date of this agreement), and retire after 25 years of service with the Township will receive Township benefits for medical, prescription, dental, and vision.

F. All retirees and their eligible dependents may choose between medical, dental, or prescription plans which are currently available to active employees. This provision shall apply to employees who retire after the effective date of this contract.

Retired employees eligible for health insurance will continue coverage for life. Upon the death of a retired employee, the eligible spouse shall continue coverage as the primary member of the applicable health insurance plan.

G. Active bargaining unit members shall contribute towards health insurance premium share pursuant to Chapter 78, P.L. 2011 regulations.

Employees who retire after the execution date of this agreement of this provision shall contribute 1.5% of pension, meaning that their contribution shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

Retired members, with less than twenty (20) years of service as of June 28, 2011 will pay based upon the contribution schedule set forth in Chapter 78, P.L. 2011, 1.5% of pension, whichever is greater. Contributions based on 1.5% of pension shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

H. The Township agrees to provide for all employees, and those who retire with twenty five (25) years of service with the Township that opt not to participate in the above-described program an opt-out benefit up to $4,500.00, subject to the limits set forth in N.J.S.A. 40A:10-17.1, to be used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and any other insurance coverage's as determined by the Township and permitted by I.R.S. in accordance with a "menu", procedures, exclusions, requirements, etc. as determined by the Township. It is acknowledged that the existence of the "opt-out" benefit and the amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1. All employees will receive a copy of the Plan Document which will include the "menu", procedures, exclusions, requirements, etc.

ARTICLE 28
LIABILITY & FALSE ARREST INSURANCE

A. The Township agrees to cover all employees with False Arrest and Liability Insurance in the amount of one million ($1,000,000.00) dollars - three million ($3,000,000.00) dollars.

B. Whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of their duties, the Township shall provide said employee with legal representation for such action or proceeding. This does not include legal representation for their defense in a disciplinary hearing instituted against an employee by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of defense.

ARTICLE 29
SAFETY AND HEALTH

A. The Township shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

B. In the case of an emergency affecting employees covered by this Agreement, as declared by the local police authorities, it shall be the Township's duty to notify all Dispatchers, as soon as possible, with respect to an appropriate course of action.

C. Hazard Pay is to be given to any dispatcher (full or part-time) who is working when there is a fire drill, bomb threat, or building contamination, (such as an anthrax letter) brought to headquarters. The pay will start at the time the hazard is declared until the building is declared safe or clear. The rate would be double time the dispatchers' regular salary.

D. The random drug testing process is administered for all Dispatchers. The random drug testing process consists of the following:

1. All employees including the Chief of Police and all administration are assigned a confidential number different from any employee or badge number.
2. The number is written on a ball and placed in a box.

3. Balls are then drawn from the box with union representatives present. The number of balls drawn is 10% of the total employees.
4. This occurs two times per year.
5. The employee whose number or "ball" was selected is then subject to the drug test.

This process is mandated by the New Jersey Office of Attorney General and has worked very well with the Police Officers.

ARTICLE 30
CLOTHING ALLOWANCE

A. Dispatchers will receive an initial issue in the first year of employment. In the second year of employment Dispatchers will receive a clothing allowance of $900.00 in semi-annual payments on second pay of January and July of each year ($325 per payment).

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

C. The Township shall replace or repair all uniforms damaged while on duty.

D. New members hired under this Agreement shall be issued the full amount of initial uniforms as required under present departmental regulations. This shall include, six (6) black shirts with Gloucester Township Public Safety Communication Patch and three (3) pairs of department aproved pants. Part time employees shall receive two (2) shirts and two (2) pair of pants, as specified in the departmental uniform policy.

E. The Township reserves the right to replace the clothing allowance with employer supplied clothing issue.

ARTICLE 31
MILEAGE

A. The Township agrees to provide transportation when required as incidental to the employee's position. The Township agrees to provide members covered under this Agreement with transportation in the form of a Township vehicle or payment for mileage at the I.R.S. rate per mile when such employee must use his/her own vehicle for same.

ARTICLE 32
NOTICE OF LAYOFF AND RECALL

A. The Township agrees to give permanent employees forty-five (45) days notice of layoff and recall in accordance with Civil Service rules and regulations.

B. The Township agrees to give all other employees fifteen (15) days notice of layoff and recall.

C. The Township agrees that all notices of layoff and/or recall shall be in writing with copies of said notice going to the affected employee, the Union, and the Shop Steward.

D. If the Township fails to give the required notice of layoff, the Township agrees to pay the employee his wages for the period of the required notice.

ARTICLE 33
LAYOFF OR DISCHARGE

A. If an employee is laid off for more than six (6) months, he is to be paid for any earned accumulated vacation time pro-rated for the current year in addition to the following schedule:

1. One (1) through five (5) years of service - one (1) week severance pay.
2. Six (6) through ten (10) years of service - two (2) weeks severance pay.
3. Eleven (11) through fifteen (15) years of service - three (3) weeks severance pay.
4. Sixteen (16) or more years of service - four (4) weeks severance pay.

B. If an employee is discharged for cause, the Township shall determine whether or not he shall be paid for any earned accumulated vacation time depending upon the circumstances of his dismissal.

ARTICLE 34
RESIGNATION

A. If an employee gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year. Longevity shall be pro-rated

for the current year, if applicable.

B. If the employee does not give the proper two (2) weeks notice of his intention to resign, he/she automatically forfeits any entitlement under Section A above.

C. If a covered employee dies while in the employ of the Township, the employee's estate shall receive compensation for any accrued and unused vacation time and holiday and longevity pay which was due to the employee at the time of death.

D. Service Connected Serious Communicable Disease: Subject to a rebuttable presumption, it shall be presumed that any dispatcher who contracts a serious communicable disease shall have contracted that disease on the job provided that the employee is actively employed at the time the disease was contracted. The determination of "service connected" will be by a panel of doctors, one selected by the dispatcher, one selected by the Mayor and one selected by an independent arbitrator appointed by PERC. If a formal workers compensation claim is submitted then the workers compensation rules and regulations will be utilized to make the determination of "service connected".

ARTICLE 35
EDUCATIONAL ASSISTANCE

A. The Employer is committed to the continuing education and professional development of its employees. The Union recognizes, accepts and agrees with the concept of continuing education and professional development of employees.

B. Any employee who obtains prior approval of the Employer to take courses which are related to employment requirements and who complete the courses shall be reimbursed for the tuition and course materials required by the employer. No employee shall be eligible for reimbursement unless the employee has first obtained permission from the Employer to attend the class.

ARTICLE 36
SEPARABILITY AND SAVINGS

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

ARTICLE 37
FULLY BARGAINED PROVISIONS

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall negotiate with respect to any matter unless otherwise stated herein.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties thereto.

ARTICLE 38
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2017, and shall remain in effect to and including December 31,2019, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Gloucester, New Jersey, on this 25th day of September, 2017.

TOWNSHIP OF GLOUCESTER

9/25/17

TEAMSTERS UNION LOCAL #676

9-27-17

Heather Schwarz

Karen Hans

ATTEST:

Township Clerk

9-25-17

Date

APPENDIX "A"
HEALTH BENEFIT PACKAGE

The Township shall implement an IRS Section 125 salary reduction premium only plan for tax purposes.

Effective upon the signing of this agreement, the following plan design modifications shall be made to the current health benefits program:

- Deductibles for both in-network $100/$200 and out-of-network services $200/$500. 70% co-insurance for out-of-network services and supplies.
- Co-insurance for in-network services and supplies *100%/70%.*
- Co-insurance and out-of-pocket maximum per calendar year $800/$1600 for in-network and $3000/$10000 for out-of-network.
- $20 co-pay for primary care doctor's visits and $30 co-pay for specialist visit in-network.
- Limit of 48 visits per individual for chiropractic care in a calendar year with a $20 co-pay per visit.
- No co-pay for hospital in-patient care.
- Emergency room co-pay for in-network hospitals at $100, waived if admitted. Emergency room co-pay of $100 for out-of-network hospitals.
- Infertility services to be limited to four complete cycles within a 15-year period.
- Prescription drug co-pays for retail purchases (maximum of 30-day supply) $10 for Generic; $20 for Brand; $35 for Formulary; and to $50 for Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be 2X the retail co-pay.

Benefits	2017 New Base Plan	
	In-Network	**Out-of-Network**
Deductible	$100 / $200	$200 / $500
Coinsurance	100%	70%
Out-of-Pocket Max	$800 / $1,600	$3,000 / $10,000
Inpatient Hospital	100% after Ded.	$500/Admit & 70% after Ded.
Outpatient Surgery	100% after Ded.	70% after Ded.
Emergency Room	$100	$100
Ambulance	70% after Ded.	70% after Ded.
Urgent Care Center	$30	70% after Ded.
PCP Copay	$20	70% after Ded.
Specialist Copay	$30	70% after Ded.
Chiropractic Copay	$20	70% after Ded.
Diagnostic Lab/X-ray	100% or $30	70% after Ded.
Preventive	100%	70%
Maternity	$20 (1st visit)	70% after Ded.
Mental Health/Substance	100% or $20	70% after Ded.
Home Health Care	100%	70% after Ded.
Durable Medical Eqpt.	70% after Ded.	70% after Ded.

Active bargaining unit members shall contribute towards health insurance premium share pursuant to Chapter 78, P.L. 2011 regulations.

Employees who retire after the execution date of this agreement, with more than twenty (20) years of service as of June 28, 2011 shall contribute 1.5% of pension, meaning that their contribution shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

Retired members, with less than twenty (20) years of service as of June 28, 2011 will pay based upon the contribution schedule set forth in Chapter 78, P.L. 2011, 1.5% of pension, whichever is greater. Contributions based on 1.5% of pension shall be based on 1.5% of the monthly retirement allowance (inclusive of COLAs).

APPENDIX B
LONGEVITY

A. Effective January 1, 2014 longevity is built in to the salaries of employees, and employees will receive a cost of living increase, as determined in the Wage Schedules set forth in the contract.

B. Effective January 1, 2015 holiday pay has been rolled in to the salaries of full-time employees, as determined in the Wage Schedules set forth in the contract.

The following paragraphs refer to longevity built in, within prior contracts and remains in this appendix as a reference only.

C. All full-time permanent employees shall be entitled to longevity pay at the following rate, which shall be incorporated into their base salary.

Years of Service Commencing	Longevity Pay
3rd yr - 5th yr	3½% of Base Annual Salary
6th - 9th yr	5½%
10th - 14th yr	7½ %
15th - 19th yr	10 %
20th and thereafter	12 %

Longevity is capped at a maximum of 10% for employees hired after September 24, 2003.

D. In computing longevity pay, the effective date shall be the anniversary date. If an employee leaves the service of the Township prior to the December 1st payment date for longevity, his/her longevity will be pro-rated for the current year and paid at the time of separation.

E. All yearly anniversaries will continue to be followed and added into the base salary.