

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

VOORHEES TOWNSHIP POLICE
SENIOR OFFICERS ASSOCIATION

EFFECTIVE JANUARY 1, 2011 TO DECEMBER 31, 2013

AGREEMENT

THIS AGREEMENT made and entered into this 20 day of December, 2012 by and between the TOWNSHIP OF VOORHEES, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and the VOORHEES POLICE SENIOR OFFICERS ASSOCIATION, an unincorporated labor organization, NJFOP LABOR COUNCIL, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the Association has been recognized by the governing body of the Township as the collective bargaining agent for certain Police Department employees employed by the Township and negotiations have been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968 as amended by Chapter 123 of the PL of 1974 and the parties hereto desiring to reduce their understandings to written form;

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

Article 1

RECOGNITION

The Township hereby recognizes the Association and the New Jersey Fraternal Order of Police Labor Council as the exclusive bargaining representatives for the unit of employees defined so as to mean Lieutenants, Captains and Deputy Chief of the Police Force of the Township.

Article 2

OVERTIME PAYMENTS

All Association members are to be granted compensatory time at the statutory rate of time and one-half.

The current work schedule of Association members will remain in effect for the duration of this contract. If any changes are made to the schedule or shifts, this portion of the contract will be reopened to address monetary overtime payments and shift differentials to affected members.

Article 3

HOLIDAYS

All Association members are to be granted fourteen (14) holidays annually. Unused holidays, not to exceed three (3) in number, may be carried into the new year for a ninety (90) day period, at which time the holidays not used will be lost. Members of the Association are entitled to "sell back" a maximum of ten (10) holidays in each year of the contract.

Article 4

VACATIONS

During first calendar year of service:	1 day per month
Through completion of four (4) years of service:	12 days per year
Commencement of five (5) years of service up to completion of nine (9) years of service:	15 days per year
Commencement of ten (10) years of service up to completion of fourteen (14) years of service:	17 days per year
Commencement of fifteen (15) years of service up to completion of nineteen (19) years of service:	20 days per year

Commencement of twenty (20) years of service: 21 days per year

Year of retirement: 25 days per year

Any employee who terminates his/her employment with the Township or whose employment the Township terminates shall be entitled to vacation days on a pro-rated monthly basis.

Article 5

PERSONAL DAYS

Association members are to be granted two (2) personal days annually.

Article 6

RETIREMENT

The members of this Association shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Township.

Any member of the Police Department who shall retire after twenty-five (25) years in the pension system shall continue to be enrolled with the

Township's health plan as per the practice of the Township.

Article 7

AGENCY FEES

In the event an officer terminates his/her membership in the Association or does not wish to join the Association, the Township agrees to deduct the fair share fee from the earnings of that employee. Those fees will be equal to the amount necessary to engage in collective negotiation and arbitration, if necessary. The fee will be eighty-five percent (85%) of regular membership dues plus any moneys needed for collective bargaining and/or arbitration. Those fees will then be transmitted to the Association treasurer.

The Association will hold the Township safe and harmless in any matter which shall arise concerning any non-member under agency shop provision.

Article 8

DUES DEDUCTION

The Township agrees, in accordance with New Jersey law that upon receipt of a signed authorization from officers to deduct the employee's FOP dues as prescribed by the FOP/Association in equal installments no more than

two times per month. The FOP will designate to the employee the portions of the total monthly dues collected to then be forwarded to the Association/FOP Treasurer and to the FOP-NJ Labor Council directly by the tenth day of the month following the deductions.

Article 9

SALARIES

	<u>7/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>
Deputy Chief	\$121,640	\$124,073	\$125,314
Captain	\$116,973	\$119,312	\$120,505
Lieutenant	\$112,292	\$114,538	\$115,683

Article 10

LONGEVITY

There shall be paid by way of a longevity payment to the employees covered by this contract who are currently entitled to longevity the following percentage of base salary:

Completion of five (5) through nine (9) years of service	1% of base salary
Commencement of ten (10) through fourteen (14) years of service	1 ¹ / ₂ % of base salary
Commencement of fifteen (15) through nineteen (19) years of service	2% of base salary
Commencement of twenty (20) years and over of service	2 ¹ / ₂ % of base salary

Those officers joining the Association after the signing of this contract will be entitled to receive longevity equal to those longevity benefits that they were receiving prior to becoming a member of the Association.

Article 11

CLOTHING ALLOWANCE

All employees covered by the terms of this Agreement shall be entitled to One Thousand Two Hundred Dollars (\$1,200.00) for each year of the contract, except that during an employee's retirement year the Township will make a monetary payment on a pro rata basis in lieu of clothing purchases. In addition, clothing destroyed in the line of duty shall be replaced at no expense to the employee. Payment shall be made after the submission of an

appropriate voucher. All clothing purchases must be approved by the administration.

Article 12

SICK TIME

Employees shall be entitled to fifteen (15) days sick leave per year. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave shall not be charged to any employee when Township is reimbursed for employee's salary by workers compensation. Township reserves the right to require acceptable medical evidence substantiating the illness.

Employee shall, upon retirement, be reimbursed by the Township in a cash payment for sick leave that has accrued after Jan 1, 1971. This reimbursement shall be at the rate of twenty-five percent (25%) of the employee's highest daily base salary at the time of retirement.

Employees may elect whether to receive this payment in a lump sum at retirement or extend it over a number of years. Prior to retirement, the employee will notify the Township on how they would prefer the payout to occur.

The Township may require, upon return to work, employees to submit to an independent medical examination in addition to the certification of the healthcare provided by the employee's doctor.

Article 13

LIGHT DUTY

Senior Officers shall be permitted to return to work after an injury or illness where, after the consultation of an attending physician, it is determined that they can perform their administrative duties, then the Senior Officers shall be permitted to continue those duties with no loss of benefits or use of sick leave.

Article 14

LIFE INSURANCE

The Township shall supply and cover each Association member with a \$15,000.00 life insurance policy. Said policy will be discontinued post retirement.

Article 15

HEALTH BENEFITS

The Township will mirror the current level of benefits in the State Health Benefit plan.

The practice of reimbursing current employees for prescriptions over and above the State Health Benefits Plan will be discontinued. Those employees who are eligible for paid health benefits and who retire before February 2, 2013, will be entitled to reimbursement of prescription co-payments identical to those received by previous police retirees. Those employees who retire on or after February 2, 2013, will no longer receive this subsidy.

Article 16

DISCIPLINE

No officer shall be reduced in rank or compensation without just cause.

Article 17

TRAINING AND EDUCATION

Senior Officers are eligible for reimbursement of training and education costs with the following provisions:

1. The training or course(s) taken have direct benefit to the Police Department
2. The training or course(s) taken is pre-approved by the Chief of Police.
3. The officer receives a passing grade or certification that he/she has successfully completed the training.
4. Officers of this Association will be entitled to up to Two Thousand Dollars (\$2,000.00) annually towards training and education expenses.

Article 18

LEGAL REPRESENTATION

The Township shall keep in force a Police Professional Liability Insurance Policy that shall provide for legal representation in civil cases.

The Township shall provide legal representation for any employee who has criminal or civil charges brought against him/her resulting from the performance of his duties, provided that:

1. The attorney is mutually agreed upon by the Township and the employee;
2. The attorney's hourly fees are consistent with the normal hourly fees charged in this area;
3. The hours spent in defending the employee are reasonable in regard to the charge against him/her;
4. Any excess in numbers 2 and 3 are the responsibility of the employee;

5. There is no conflict between the employee's defense and the Township's best interests.

Article 19

GRIEVANCE

Definition: The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by an individual, the Association on behalf of the individual or group of individuals or the Township.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the rights of any officer having a grievance to discuss the matter informally with an appropriate member of the Department staff

3. Nothing herein shall be deemed to deny the officers of their statutory or legal

rights concerning discipline. Nothing herein shall be deemed to deny officers of their rights to pursue any other statutory or legal remedies pursuant to case law.

4. Steps of the Grievance Procedures:

Step 1. An aggrieved officer or the Association on behalf of an aggrieved officer or officer of the Township shall institute action under the provisions hereof within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved officer and his/her immediate supervisors for the purpose of resolving the matter informally. Failure to act within twenty (20) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step 2.

Step 2. A. In the event a satisfactory settlement has not been reached at Step 1, the grievant may, within five (5) days of the supervisor's decision, file his/her written grievance with the Chief of Police.

B. The Chief of Police shall review the matter and make a determination within ten (10) days from receipt of the grievance.

Step 3. In the event a satisfactory settlement has not been reached at Step 2, the grievant may, within five (5) days of the Chiefs decision and his notice therefor, file his/her written grievance with the Association and request the Association to move this matter to a hearing with the Township Administrator/Committee. The Township Administrator shall notify the grievant and Association of a hearing date within ten (10) days of receipt of the request. In the event that a hearing is scheduled, the Township Administrator shall notify all parties in this matter of the date and time of the hearing. The grievant and the Association Representatives shall present to the Administrator the issues of the grievance. The Township Administrator/Committee shall notify the Association and grievant no later than five (5) days after the hearing of its decision.

Step 4. In the event a satisfactory settlement has not been reached at the level of the Township Administrator/Committee, the grievant may, within five (5) days of receipt of the Administration Review and Hearing, request that the Association move the matter to arbitration. If the Executive Board of the Association determines the matter to be meritorious, the Association shall move the grievance to arbitration through the Public Employment Relations Commission. The Commission upon receipt shall bind

both parties through its Commission Rules and Regulations on the selection of an arbitrator to hear the matter.

The selected arbitrator shall convene both parties in this matter to hear the affected grievance. The arbitrator shall be bound by the terms of the agreement and to the application of the facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

The cost and service of the arbitrator shall be born equally by the Township and the Association. All other expenses of the arbitration proceedings shall be borne by the party incurring said expenses.

Step 5. It shall be understood by the parties that either party's non-response to any level shall be deemed a non reply and the matter shall move to the next respective level of the procedure.

It shall be understood by the Association that all grievances shall be instituted at the level in which the appropriate relief shall be rendered.

The Association shall be a party in all grievance proceedings even if the grievant does not wish the Association to be present. Time limits on all

grievances shall only be extended by written correspondence and mutual agreement of both parties.

Article 20

PAYDAYS

Township reserves the right to establish paydays with the understanding that there be a minimum of two (2) paydays per month and a maximum of twenty-six (26) paydays per year.

Article 21

MISCELLANEOUS

The terms and provisions of this Agreement are subject to N.J.S.A. Title 34 et seq., and the terms and conditions herein found shall not be interpreted to limit any existing policies and benefits as granted to the employees under current Township ordinance, rules and regulations. Said policies and benefits shall continue in the manner of existence at the time of signing of this

agreement in the highest standards and applications in effect. The Township shall incur no obligations nor make any expenditures under the terms of this Agreement unless such obligations or expenditures are in conformance with the laws of the State of New Jersey and the expressed agreements as found herein.

No agreement shall be in conflict with the expressed terms and conditions as herein found for any individual represented by this unit. The expressed provision contained within this Agreement shall supersede any individual contract or agreement, with the individual or group of officers as found within the Township employ and as represented by the unit herein defined.

The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.

The Township and the Association agree not to interfere with the right of employees to become or not become members of the Association and further that there shall be no discrimination or coercion against any employees because of Association membership or non-membership.

For any interest arbitration or contract negotiation in accordance with N.J.S.A. 34:13A-5.1 (et seq.), the members of the negotiating team and necessary witnesses shall be released from duty with pay as is reasonably necessary. Members shall provide reasonable notice of their request for such leave provided that there shall be no disruption of normal services.

Duly authorized representatives will be permitted to attend New Jersey State and National FOP Conventions in accordance with the provisions of N.J.S.A. 40A:12-77.

Vacation, holidays and personal days will not continue to accrue during period of work or non-work related disabilities that exceed ninety (90) consecutive days.

Whenever possible, workers' compensation appointments shall be made during work hours. Reimbursements will not be made for medical appointments, physical therapy, etc., outside of the normal work schedule.

Article 22

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article 23

DURATION OF CONTRACT

This contract shall be effective January 1, 2011 and shall continue in full force and effect until December 31, 2013.

If a new contract is not in effect as of January 1, 2014, all benefits contained in this contract shall remain in force until a new contract is agreed upon.

The Township will incur no obligations or make any expenditures under terms of this contract unless said obligations or expenditures are in accordance with the laws of New Jersey. Said employees shall continue to receive those benefits administered by the State of New Jersey, Division of Pensions & Benefits, that were in effect at the termination of the previous contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed the day, month and year first above written.

ATTEST:

TOWNSHIP OF VOORHEES

_____ By _____

ATTEST:

SENIOR OFFICERS ASSOCIATION

_____ By _____