

AGREEMENT

BETWEEN

CINNAMINSON TOWNSHIP (DEPARTMENT OF PUBLIC SAFETY)

and

CINNAMINSON POLICE ASSOCIATION

January 1, 2008 through December 31, 2012

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PREAMBLE

THIS AGREEMENT made by and between CINNAMINSON TOWNSHIP (Department of Public Safety) (hereinafter referred to as the "Township") and CINNAMINSON POLICE ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or Agreement between the Township and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE II RECOGNITION CLAUSE

A. The Township hereby recognizes the Association as the exclusive bargaining agent on wages, hours, rates of pay and working conditions for employees in the Department of Public Safety holding the titles of Police Officer, Police Sergeant, Detective, Detective Sergeant, Police Clerk Typist and Administrative Clerk, and excluding all Crossing Guards, Special Police Officers, Lieutenants, Captains, the Chief of Police, and all other supervisors as defined by the New Jersey Employer-Employee Relations Act. The foregoing recognition by the Township of a mixed negotiating unit comprised of both policemen and civilians is without prejudice to the ability of the Township to challenge the appropriateness of such mixed unit in future proceedings before the public Employment Relations Commission. The Association agrees to advise the Township in writing of the names of officials of the Association and to keep such listing up to date.

B. Pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws of 1974, the parties hereby agree that every member of the negotiation unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from any of the foregoing. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township, and the Association, undertake and agree that they shall not discourage or deprive or coerce any member of the negotiating unit in the enjoyment of any rights conferred by the above mentioned statutes or by any other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey, or the United States Constitution; that they shall not discriminate against any members of the unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this Agreement, or failure to do so, with respect to any terms and conditions of employment.

C. Nothing contained herein shall be construed to deny or restrict any member of the negotiating unit such rights as she or he may have under any of the above mentioned statutes or constitutions, or any other applicable laws and regulations.

ARTICLE III MANAGEMENT'S RIGHTS CLAUSE

A. The Association recognizes the rights of the Township to manage its business and operations, including the right to hire, direct and control the work force; to establish rules and regulations; to fully determine and utilize its work force and equipment; to maintain employee discipline and efficiency; to protect its operations and public relations; to discipline and discharge employees for just cause; and to determine the means, methods, processes, procedures and schedules.

B. The exercise of the foregoing rights and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such terms are in conformity with the Constitution and laws of New Jersey and of the United States. Nothing contained in this Agreement shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to National, State, County or Local laws or ordinances. The Township's exercise of its management rights pursuant to this Article shall not be subject to submission to the arbitration procedure established in Article IX of this Agreement, but shall, where appropriate, be subject to applicable provisions of the grievance procedure established in Article VIII of this Agreement, as well as applicable Civil Service and/or judicial procedures.

ARTICLE IV **STRIKE, NO-LOCKOUT**

A. Both the Township and the Association and its members recognize that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township and both parties pledge to cooperate in realizing said goal.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support 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 abstinence in whole or in part from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown, or walkout against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

C. The Association covenants and agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by another employee or group of employees of the Township.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activities by any Association member or any employee represented by the Association shall constitute grounds for appropriate disciplinary action, including discharge, in accordance with the provisions of NJSA 40A:14-147 et seq., if applicable.

E. 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 or in equity for injunction or damages, or both, in the event of any breach of this Article by the Association, its members, or employees represented by the Association.

F. During the term of this Agreement, the Township agrees that there will be no lockout of employees.

7/1/2008		7/1/2009		2010		1/1/2011		1/1/2012	
Step	Pay	Step	Pay	Step	Pay	Step	Pay	Step	Pay
<u>Clerk</u>									
0	13.79	0	14.13	0	14.13	0	14.48	0	14.84
1	14.20	1	14.56	1	14.56	1	14.92	1	15.29
2	15.27	2	15.65	2	15.65	2	16.04	2	16.44
3	19.86	3	20.36	3	20.36	3	20.87	3	21.39
<u>Administrative Clerk</u>									
0	15.06	0	15.44	0	15.44	0	15.83	0	16.23
1	15.55	1	15.94	1	15.94	1	16.34	1	16.75
2	16.10	2	16.50	2	16.50	2	16.91	2	17.33
3	23.62	3	24.21	3	24.21	3	24.82	3	25.44

- B. Progression through the step guide will take place on January 1 of each year after reaching step 1.
- C. Salaries or wages shall be increased to the next level providing the employee has successfully completed the time and job performance requirements of the preceding level to the satisfaction of the Chief of Police and the approval of the Director of Public Safety.
- D. Time periods may be accelerated or extended if warranted by the employee's merit or his job performance or prior training and experience as determined by the Chief of Police and approved by the Director of Public Safety.
- E. In no event will promotions, demotions or transfers be made for any capricious or arbitrary reason, provided, however, that any claim that the Township has acted in a capricious or arbitrary fashion as aforesaid, shall not be subject to submission to the arbitration procedure established in Article IX of this Agreement, but shall, where appropriate, be subject to applicable provisions of the grievance procedure established in Article VIII of this Agreement, as well as applicable Civil Service and/or judicial procedures.
- F. The straight time hourly rate of employees on an annualized salary basis shall be determined by dividing their current annualized base salary by 2,080.
- G. Regular full-time employees shall be paid longevity increments based on the following schedule: Increments shall be paid with the first pay period following the employee's anniversary date of employment.

<u>Length of Service</u>	<u>Hired prior to 4/6/06</u>	<u>Hired on or after 4/6/06</u>
10 years but less than 15	4% of base salary	4% of base salary
15 years but less than 20	8% of base salary	6% of base salary
20 years but less than 25	12% of base salary	8% of base salary
25 years but less than 30	12% of base salary	10% of base salary
30 years or more	14% of base salary	10% of base salary

H. Salaries and wages shall be paid bi-weekly beginning the first pay in July 2010.

I. All covered employees who were employed by the Township on or after January 1, 2010 shall receive a retroactive adjustment.

ARTICLE VI **PROBATIONARY EMPLOYEES**

A. A newly hired non-police employee during the first 12 months of employment shall be a probationary employee and shall not accrue any seniority in the bargaining unit until the probationary period is completed.

B. A newly hired police officer will be a probationary employee in accordance with the working test period provision of NJAC 4A-4.5 2D, D1 and I.

ARTICLE VII **SENIORITY-DEFINITION & TERMINATION**

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. Seniority shall be lost and employment terminated if any of the following occur:

A. Discharge with cause;

B. Resignation;

C. Failure to return promptly upon expiration of an authorized leave which will not exceed one (1) year, except for military leave as provided for in this Agreement;

D. Failure to return to work after a recall from layoff;

E. Absence for five (5) consecutive working days without leave or notice;

F. Failure to be properly certified under current Civil Service Rules, if applicable;

G. Death;

H. Retirement;

I. Absence for any reason in excess of one (1) year, except for a Workers' Compensation case connected with the Township, in which case seniority shall continue for a period up to two (2) years.

ARTICLE VIII **GRIEVANCE PROCEDURE**

A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees.

Such a dispute shall be defined as a grievance under this Agreement and must be filed by the grievant within 10 working days of its alleged occurrence and be processed in accordance with the following steps, time limits and conditions herein set forth. The grievance and its answer(s) will be in writing. The parties agree that pending the raising, processing, and settlement of a grievance and during the term of this Agreement, there shall be no slowdown, stoppage or other interference with work or operations as provided for in this Agreement.

The term grievance as used herein shall not refer to any matter which was sought but not obtained at the bargaining table during the negotiations that led to the instant Agreement. No grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein, but neither employer nor employee shall be limited or restricted in its right to seek and obtain such other administrative or judicial relief as it may be entitled to have in law or in equity in the event of the existence of such a dispute.

Step 1 A meeting between the aggrieved employee, who may have another off duty member of the Association or other Association representative with him, and the Chief of Police at a time fixed by the Chief of Police. If no satisfactory agreement is reached within three (3) working days of the grievance, then

Step 2 A meeting between the aggrieved employee who may have another off duty member of the Association or other Association representative with him in conference with the Director of Public Safety or his designated representative(s) at a time to be mutually agreed upon with the Director of Public Safety or his designated representative(s). Should no acceptable agreement be reached within an additional ten (10) working days of the grievance, then the matter may be referred to arbitration by the Township or the Association only.

- B. Either the Association or the Township may have witnesses whose testimony is relevant at Step 1 or Step 2 meetings. Any witnesses' attendance will be limited, however, to the time required to present their testimony.
- C. At all steps of the grievance procedure the Association and the Township shall disclose all information relied upon and the remedy sought.
- D. If the Township claims that the Association has violated any provision of the Agreement, it may present such claim to the Association in writing; and if the parties fail to settle it, the Township may appeal it in accordance with the arbitration article of this agreement.
- E. In the event the aggrieved elects to pursue current Civil Service Commission Rules, if applicable, for a remedy to his grievance, then no recourse to arbitration will be available and the grievance will be withdrawn.
- F. If a grievance is not appealed by the Association from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered on the basis of the last decision of the Township and shall not be eligible for further appeal.

ARTICLE IX **ARBITRATION**

A. If the grievance is not settled under the grievance procedure article, then either party may, upon written demand given to the other party, within ten (10) working days of the grievance after the answer to Step 2, submit said grievance to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission. No grievance may be submitted for arbitration hereunder unless it has been so authorized by the Association Executive Board. The arbitration shall be heard before an arbitrator duly selected under the PERC rules.

B. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The arbitrator shall decide the dispute and render his/her award in writing and the award shall be final and binding on the parties, subject to applicable review procedures before PERC and/or the judiciary. Each party shall bear the expenses of its representatives and witnesses; and the fees and expenses of the arbitrator shall be borne equally by the parties. In no event can an award be retroactive to a date earlier than six (6) working days of the grievance, prior to the date the grievance was first submitted.

C. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed findings of fact and reasons for the award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

ARTICLE X

WORK DAY AND WORK WEEK

A. The normal work day shall be as determined by the Township. As of this time, for Detectives, School Resource Officers and other non-Patrol Officers, the work week will be 42 hours. The 42 hours shall consist of four days of eight and one-half hours and one day of eight hours. Two hours will be paid at time and one-half. For Patrol Officers at this time, the work week will be based on a 12 hour shift scheduled three days in one week of a 14 day cycle and four days in a second week of the 14 day cycle, for 84 hours of scheduled work over the 14 day cycle. Four hours will be at time and one-half. These work schedule differentials shall be paid throughout the year as a component of base compensation. However, said differentials shall not be included in the base pay for the purpose of computing overtime pay.

B. Notwithstanding the provisions of paragraph A of this Article X, it is understood that the work week for secretarial employees can be structured into days of varying lengths, that is, into lengths other than one-fifth of the work week. Any such alternate structuring shall be contingent upon the Township's advance approval in the exercise of its non-negotiable and non-grievable managerial prerogatives with regard to governmental efficiency. In the event any such alternate structuring results in work day lengths in excess of eight (8) hours, there shall be no entitlement to overtime compensation unless the employee exceeds his/her normal work week.

ARTICLE XI

OVERTIME

A. An Employees who works more than his-her regularly scheduled work hours (eight (8) hours, eight and one-half hours or 12 hours, as the case may be) in any one day shall be paid at the rate of one and one-half (1½) times his/her regular base rate of pay for the actual hours worked in excess thereof. In the case of officers, the base rate of pay is as described in the second paragraph of paragraph A of Article X.

B. Employees who are required to work on a scheduled day-off shall be paid one and one-half (1½) times their straight time hourly rate for the actual hours worked.

C. Duty Weekend Detective Increase. Each detective assigned to an on-call week duty shall be paid a stipend of \$200 for each on-call weekend within the on-call week. An on-call week duty covers from 11 p.m. to 7 a.m. Monday through Thursday as well as from 11 p.m. Friday through 7 a.m. Monday.

D. The Fair Labor Standards Act concerning overtime shall be complied with by the Township.

E. The Police Clerk Typist who are required to work on shifts commencing on a holiday shall be paid one and one-half (1½) times their straight time hourly rate for the actual hours worked in addition to any holiday pay to which they may be entitled.

F. Un-worked hours that are paid for by the Township for Sick Leave, Personal Days, Military Service Leave, Funeral Leave, Holidays and Vacation Days shall be considered as time worked for purposes of computing overtime in that calendar week.

G. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose of determining overtime liability under the same or any other provisions. In construing paragraph A of this Article, it is understood that no compensation shall be received for work performed for less than thirty (30) minutes beyond an employee's regularly scheduled working hours.

I. The clock-in and clock-out location for Detectives shall be at Police Headquarters for their daily tour of duty.

J. There shall be minimum pay of two (2) hours for each call-in or overtime worked for required court appearances.

ARTICLE XII **BENEFITS**

A. The Township will continue to provide Hospitalization, Pension, Life and Police Liability Insurance at current levels and payroll deductions, subject to the provisions of this Article, for all regular full-time employees who have completed at least ninety (90) days of employment.

B. The Township further agrees to provide all regular full-time unit employees, together with their eligible dependent children, with the NJ State Health Benefits Program (SHBP).

Prescriptions will be provided under the SHBP as a component of the Medical coverage options. There will be no separate enhanced prescription plan.

There will be no premium cost sharing over the life of this contract and covered employees may choose from any option provided in the SHBP without penalty.

C. The Township will provide a dental plan for all regular full-time employees.

D. Employees may waive Health Insurance coverage and, in lieu of coverage, will receive a portion of the savings by way of a quarterly incentive payment from the Township. Waiver decisions must be made at the time of annual open enrollment and cannot be revoked except as legally allowed for mid-year enrollment (i.e. "life changes"). Health Insurance Waiver Incentives are limited annually to the lesser of 25% of the cost savings or \$5,000.

E. Upon retirement with at least six (6) months advance notice thereof, a regular full-time unit employee shall be reimbursed for unused sick days at full value up to the maximum amount of \$15,000. As used in this paragraph, the term "retirement" shall mean service retirement, special retirement, ordinary disability retirement, or accidental disability retirement, as the foregoing phrases are defined by the statutes and regulations governing the New Jersey Police and Fireman's Retirement System.

F. Employees retiring from the New Jersey Police and Fireman's Retirement System (PFRS) upon twenty-five (25) years of service in the PFRS, including a minimum of fifteen (15) years of full time service with Cinnaminson Township shall be eligible to enroll in the Township's current plan and receive the current benefit package, up to and including family coverage, that is being offered by the Township, to be paid in full by the Township for a maximum of 15 years following retirement, until they reach the age of sixty-five (65).

The above benefit will be extended to any employee released from employment because of a certified permanent disability occurred as a direct result of his employ with the Township in the line of duty.

In all cases, on an annual basis, an employee will be required to sign a certification setting forth, under the penalty of perjury, that he/she or his/her spouse are neither eligible to participate in nor have available to them an alternate health benefits program. Further, the employee's level of coverage (i.e., single, husband/wife, family, etc.) during the entire 15 year eligibility period shall be no greater than the employee's actual level of coverage at time of retirement.

G. It is understood and agreed that the Township retains the right to change to any other insurance carrier or insurance vehicle as long as the coverage provided by the new carrier or new vehicle is substantially similar to the coverage provided by the previous carrier or vehicle. If the Township intends to change carriers or vehicles as aforesaid, the Township shall first give the Association written notice of its intention, and the Association shall have thirty (30) days after receipt of such notice to file a written objection with the Township indicating that the Association disputes the fact that the proposed new coverage is substantially similar not equal or better to the previous coverage. To be timely and effective, such notice from the Association shall set forth the specific grounds upon which the Association bases its contention that the coverage is not substantially similar. If the Township disagrees with the Association's objections, the dispute may be submitted to expedited arbitration under the auspices of the American Arbitration Association, with the fees and expenses of such expedited arbitration to be shared equally by the parties.

H. The Township shall enroll its employees into the New Jersey Temporary Disability Benefits Plan. Employer and employee contributions to the cost of the plan shall be as established by the Plan.

ARTICLE XIII **SICK LEAVE AND PERSONAL DAYS**

A. Employees shall be entitled to up to fifteen (15) hours of paid sick leave for each full month of service starting on the first month following the completion of ninety (90) days of employment, on the following basis:

- (1) Pay shall be based upon the employee's base hourly rate for any day of absence and up to a maximum of eighty-four (84) times the employee's base hourly rate for each 2 week work schedule. (Part-time employees on a pro rata basis).
- (2) Pay shall be for non-occupational accident or sickness only except that an occupational accident suffered while in the employ of the Township shall be covered.
- (3) The amount received shall be reduced by any other wage continuation sources to which the employee may be entitled for the same period and in no event will the employee receive more than his base hourly rate times the appropriate hours.
- (4) To be eligible for any payment under this section or to be eligible for return to work, the employee must be unable to work on the day(s) in question and submit to a physician or other expert as directed by the Township to substantiate the nature and severity of the accident or sickness.
- (5) Pay will be considered for regular work days only and will not duplicate payment of any other provision under this Agreement.
- (6) Abuse of the provisions of this sick pay section shall subject the employee to disciplinary action.

- (7) The sick pay allowances under this section are, except to the extent sick days are sold back under subparagraph (b), cumulative from year-to-year. Subject to the provisions of Article XII, paragraph E, the cumulative sick pay allowances are completely forfeited when, for any reason, employment terminates with the Township.

B. Annually, an employee in good standing who used five (5) or less sick days in a calendar year may elect to seek reimbursement from the Township for unused sick time. Said reimbursement shall be limited annually to five (5) unused sick days. Requests shall be made in January for reimbursement of the prior year's unused time and shall be reimbursed in February at the rate of pay for the period to which the time was earned (the immediate prior year). The reimbursement is subject to normal payroll deductions. "Good standing" is defined to mean an employee who has not received any form of disciplinary or any action, including but not limited to a performance improvement notice.

C. In addition to the sick pay allowance in paragraph A of this Article, the parties agree that notwithstanding any of the above, a regular full-time employee starting his first full year of service after the completion of at least ninety (90) days of employment shall be entitled to take twenty-four (24) hours of paid leave under paragraph A of this Article as personal leave time providing he or she is on the active payroll and at least one week's advance notice of such request is given to the Chief of Police who will not unreasonably withhold approval of such request. No more than one (1) employee may request the same shift.

ARTICLE XIV **MILITARY SERVICE LEAVE**

All military leaves shall be granted by the Township in conformance to Title 38A:4.4 or regulations governing this provision.

ARTICLE XV **JURY DUTY**

A regular full-time employee who has completed at least ninety (90) days of employment who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between eight (8) times his straight time hourly rate of pay and the pay he received for jury services for each day he serves, subject to the following conditions:

- A. The employee must notify the Chief of Police immediately upon receipt of a summons for jury service;
- B. This Article does not apply where an employee voluntarily seeks jury service;
- C. No reimbursement of wages will be made for jury service for any period for which he otherwise receives pay under this Agreement; and
- D. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE XVI **FUNERAL LEAVE**

A. A regular full-time employee who has completed at least ninety (90) days of employment will be excused from work because of death in his immediate family, as defined below, and shall be paid for each day of absence from his regularly scheduled working days up to three (3) days following the death, but all funeral leave benefits will terminate at the end of the funeral.

B. Immediate family is defined to mean parents, step-parents, grandparents, children, step-children, spouse, brother, sister, mother-in-law, father-in-law.

ARTICLE XVII
HOLIDAYS

A. The holidays and the provisions of this Article set forth herein apply only to the positions of Police Clerk Typist and Administrative Clerk.

B. The holidays recognized as covered by this Agreement shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter <u>Sunday</u>	Friday following Thanksgiving
Memorial Day	Christmas
Independence Day	

C. A regular full-time employee who has completed at least ninety (90) days of employment shall be paid eight (8) times his straight time hourly rate for each of the above named unworked holidays, provided he has worked or is on vacation during the week in which the holiday occurs and provided he has worked the regularly scheduled workday preceding and the day following the holiday, unless he has failed to work because of just cause substantiated to the satisfaction of the Township.

D. If an employee is properly scheduled to work on one of the above holidays and fails to work on that holiday, he shall forfeit his holiday pay, unless he has failed to work because of just cause substantiated to the satisfaction of the Township.

E. If a holiday falls during an eligible employee's vacation period, he shall be paid for his unworked holiday in addition to his vacation pay provided he works the last work day prior to the beginning of vacation and the first work day after his vacation period ends, unless he has failed to work because of just cause substantiated to the satisfaction of the Township.

F. If an employee receives pay under any other provision of this Agreement, except as noted in paragraph D above, he shall not be paid holiday pay for that day. However, if an employee who is otherwise eligible for sick leave and holiday pay for the same unworked recognized holiday, that employee will not be required to utilize sick leave on that day and he shall receive holiday pay in lieu thereof and there will be no reduction of accumulated sick days.

G. The day on which the holiday is celebrated shall be selected by the Township.

ARTICLE XVIII
VACATIONS

A.1. Full-time Employees assigned to a work schedule of 40 hours per week who are on the Township's active payroll at the time of scheduled vacation and who have continuous service as listed below, shall receive vacations and vacation pay in the then current calendar year in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION DAYS & HOURS</u>
Less than 1 year	1 (8 hr) day for each complete month of service
1 year but less than 10 years	14 (8 hr) Days = 112 Hours
10 years but less than 20 years	17 (8 hr) Days = 136 Hours
20 years or more	22 (8 hr) Days = 176 Hours

A.2. For employees working a 12 hour workday or a 42 hour workweek, the vacation schedules shall be as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>
First year of employment	Max of 8 (12 hr) Days = 8 hours for each month
years 2 through 5	11 (12 hr) Days = 132 Hours
years 6 through 10	12 (12 hr) Days = 144 Hours
years 11 through 15	13 (12 hr) Days = 156 Hours
years 16 through 20	15 (12 hr) Days = 180 Hours
years 21 or more	19 (12 hr) Days = 228 Hours

A.3 Detectives shall maintain their existing practices within their division on hours and vacations/holiday application as per practice.

A.4 In regard to employees hired prior to December 6, 2000, vacation may be taken during the same calendar year in which it is accrued. For employees hired on or after December 6, 2000, vacation shall be accrued in one calendar year and taken during the following calendar year.

B. To be eligible for vacations and vacation pay, an employee must have worked or been on the payroll for at least three (3) months during the preceding year.

C. Generally, all vacation days must be used in the then current calendar year. However, up to five (5) days of unused vacation time may be carried over to the following calendar year for meritorious reasons, subject to the approval of the Chief and Director of Public Safety.

D. If two (2) or more employees request the same period as vacation; the Township will give preference, subject to manning and operational needs, in order of seniority. Determinations concerning the Township's manning and operational needs shall be made by the Township in the exercise of its non-negotiable managerial prerogatives.

F. If an employee leaves the Township's employ for any reason and has utilized more than the amount of vacation to which he is entitled on a pro rata basis, the value of the excess vacation used shall be deducted from the employee's last pay check. The above does not apply to employees in their last year of employment who are retiring within the meaning of the PERC (other than deferred retirement).

G. An employee shall be paid all accrued and unused vacation time upon severance of employment, including retirement. The Township will not pursue reimbursement for overused time at layoff or retirement.

ARTICLE XIX **LEAVE OF ABSENCE**

A. A regular full-time employee who has completed his or her probationary period desiring a leave of absence without pay or any other benefit from the Township shall make his or her request in writing, with reasons, to the Township. The length of the leave of absence shall be for up to thirty (30) days, but may be extended up to a maximum of one (1) year.

B. Permission for the leave or extension must be secured from the Township with notice to the Association. The Township reserves the complete authority to accept or reject the request. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in termination of employment.

C. Any employee who is absent for any reason for more than two (2) years, except as provided for under Military Service Leave, shall be considered terminated, providing that is not in conflict with current Civil Service Rules, if applicable.

D. Leaves shall also be granted upon request to those employees who are eligible for leaves under the New Jersey and/or Federal Family Leave Acts, as the case may be.

ARTICLE XX **UNIFORM, CLOTHING AND TRAVEL ALLOWANCE**

A. Detectives and Police Officers will, after completing their first full year of service and for each full year thereafter, receive a Uniform or Clothing Allowance annually according to the following schedule: (Purchase to be made through the Township)

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
\$900	\$900	\$950	\$1,000	\$1,000

The foregoing annual allowances represent annual ceilings with respect to the cost of uniform or clothing purchases.

No expenditure shall be made by the Township unless and until the specific uniform or clothing item which has been requested shall have been approved by the Chief of Police. In passing upon such requests as they may relate to the replacement of existing items, the Chief of Police shall be guided by the principles of replacement on a fair wear and tear basis and/or demonstrable substantial need. In passing upon such requests as they may relate to the quantity of items (as opposed to replacement of existing items), the Chief of Police shall be guided by the principle of demonstrable substantial need.

The parties expressly recognize that it is the Township's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms or adhere to other dress requirements, and if so, the nature of and type of uniform or other dress article to be worn. With regard to the exercise of the foregoing right, the Township shall maintain and provide to the Association a current written list, which it shall have the right to develop and/or revise unilaterally, of the nature and type of uniforms or other dress articles referred to above. The Association shall have the right at any time to request and explain any proposed changes or additions to such list, it being expressly understood that the Association's right constitutes input only and that the Township's ultimate determination is neither grievable, arbitrable nor negotiable.

Consistent with the above, and upon approval by the Chief of Police, detectives shall receive reimbursement within twenty (20) days following said approval.

B. New police officers shall be provided with a full complement of clothing and appropriate equipment, as specified by the Township, in accordance with the attached. Clothing issues involving other employees shall be addressed in the discretion of the Township without consideration of a clothing allowance.

C. Any clothing and equipment change as instituted by the Department shall be at Township expense and not as part of an officer allotment or allowance.

D. The Township shall replace employee's bullet proof vests at the rate of 5 per year as their use expiration dates are reached. The Township shall pay 100% of the cost of such replacement vests.

E. Employees using their private cars for Township business approved by the Chief of Police shall be compensated at the rate of thirty-one (31¢) cents a mile. This shall represent compensation in full payment thereof.

ARTICLE XXI **WORKING CONDITIONS**

When a shift has no higher rank on duty than Police Officer, the Chief of Police may select from among those officers one (1) to serve as Officer-In-Charge / Senior Police Officer. As such, that officer will direct the routine activities of the other on-duty officers. Such selected officer shall be paid a stipend of \$40 per day for each day so assigned.

ARTICLE XXII **EDUCATION**

A. Employees shall be entitled to payments for approved college credits at the rate of one (\$1) dollar per semester credit per month. However, no member shall receive more than sixty (60) semester credits per month for college credits earned. Prior approval of college credits or additional college credits, but in no event over sixty (60) credits, must be obtained from the Chief of Police and Director of Public Safety. The Chief of Police, or his designee, shall require proof that college credits have been earned in connection with all applications for payment. The liability of the Township for payment of college credits shall be limited to the calendar year in which said request is received and approved, provided that no future requests shall be required to maintain such employee's current education level.

B. The parties agree to reopen this Agreement in regard to tuition reimbursement only in the event that the Township adopts a tuition reimbursement program for other employees.

ARTICLE XXIII
TOWNSHIP PROPERTY & BULLETIN BOARDS

- A. The Association may make reasonable requests of the Township to use facilities of the Township for Association related activities. The Association assumes responsibility for such use and any additional costs which are incurred because of such use. Such requests shall include the use of computers, typewriters, duplicating equipment, calculators and meeting rooms when facilities and equipment are not otherwise being used. Approval of such requests will not be unreasonably withheld.
- B. The Association may continue to use a designated Bulletin Board on the Township premises for posting of official notices only. Such notices shall not be of a controversial or political nature and shall be submitted to the Chief of Police, for approval, before posting. Placement of such notice shall be accomplished only through the Association's president, vice-president, secretary of treasurer. All such notices must be removed from the designated Bulletin Board in timely fashion. Failure to conform to the foregoing provisions with regard to the approval of the Chief of Police, the placement of notices only by specified Association Officers, or the removal of notices in timely fashion, shall constitute grounds for the activation of the grievance procedure as set forth in Article VIII herein, at which time the Township may seek an appropriate sanction, which sanction may include, if necessary, revocation of the privilege contained herein.
- C. It is expressly understood that the police department blackboard shall not be available for use the Association or any other organization, but is intended solely official police business.

ARTICLE XXIV
DISCRIMINATION

- A. Neither the Township nor the Association shall discriminate against any protected category under federal or state law, including but not limited to race, creed, color, sex or age.
- B. Where the male gender is used in this Agreement, it is understood that it applies to both genders.
- C. Employees shall be notified of any derogatory information being placed in their employment records.

ARTICLE XXV
MISCELLANEOUS

- A. Duty Weapon Upon Retirement - State Law permits a retiring police officer to be eligible to receive his weapon upon retirement. Accordingly, in accordance with applicable rules and regulations relating thereto, a retiring police officer will be given his weapon upon retirement.
- B. Officers assigned to K-9, Field Training Officers (FTO) and Emergency Medical Technicians (EMT) shall receive the following stipends to be calculated as part of their annual base pay. Payments shall be pro-rated on an annual basis if the assignments are for less than an annual period.

K-9 \$1,000
FTO \$500
EMT \$1,000 - effective January 1, 2011

For the initial EMT payments, the Police Association will certify a list of names no later than September 30, 2010 which will be reviewed and approved by the Chief. Subsequent EMT stipends will be certified by the Police Chief as requirements are fully completed.

Both parties agree to reopen this Agreement in the event a canine component and its commensurate training is to be initiated. Any such reopener shall be limited to these topics. All other provisions of the Agreement shall remain intact.

ARTICLE XXVI
VOIDABLE WAIVER CLAUSE

The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future and shall not constitute a modification of this Agreement.

ARTICLE XXVII
SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of the Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE XXVIII
TERM OF AGREEMENT

A. This Agreement shall be in full force and effect for a term of five (5) years, from January 1, 2008 until midnight December 31, 2012, and from year to year thereafter, subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred and five (105) days prior to December 31, 2012, or any December 31 thereafter in the event of the automatic renewal of this Agreement. Only those employees on the Township's active payroll on January 1, 2010 shall be eligible for retroactive payment of the economic increases set forth herein, provided that any employee who filed state retirement papers prior to said date shall be eligible for retroactive payment.

B. Accordingly, the parties expressly waive the right during the term of this Agreement to demand, discuss, or negotiate upon any subject matter, whether such subject matter has or has not been raised by either party during the negotiations leading up to the execution of this Agreement, otherwise the Agreement is to continue in full force and effect until modified in whole or in part by the parties by an instrument in writing executed by both parties.

WITNESS:

CINNAMINSON TOWNSHIP
(Department of Public Safety)

BY: _____

Dated: May 3, 2010

CINNAMINSON POLICE ASSOCIATION

BY: _____

Dated: May 3, 2010