

2009 - 2012

CONTRACT BETWEEN

THE TOWNSHIP OF HADDON

AND

THE HADDON TOWNSHIP SUPERIOR OFFICERS

AND

PBA LOCAL #257

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PREAMBLE

This Agreement entered into this _____ day of _____ by and between the Township of Haddon, in the County of Camden, State of New Jersey, hereinafter referred to as "*Township*" and the Haddon Township Police Officers , P.B.A. Local 257, has as its purpose, the promotion of harmonious relations between the Township and the Employees, the establishment equitable and peaceful procedures for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the rules and regulations of the Township of Haddon.

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, Administrative Code, and the Township's Departmental Rules and Regulations, upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Township and the Employee to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred them by law. Nothing contained herein shall be construed to deny or restrict the Employee of any such rights as he/she may have under any other applicable Laws or Regulations. The rights granted to the Employee herein shall be deemed to be in addition to those provided elsewhere.

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 or subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this Agreement modify existing Local Laws.

EMPLOYEE RIGHTS

The Township and the P.B.A. hereby agree that every employee should have the right to freely organize, join and support the P.B.A. for the purposes of engaging in collective bargaining/negotiations and other concerted activities for mutual aid and protection as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly or indirectly discourage, deprive, or coerce an Employee in the enjoyment of any of the rights conferred by the United States and New Jersey Constitutions and other Federal and State Laws. The parties further agree that they shall not discriminate against any employee with respect to hours of work, wages, or any other terms or conditions of employment, participation or lack of participation in the P.B.A. collective negotiations, or his/her institution or lack of institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

EQUAL TREATMENT

With reference to the Collective Bargaining Agreement, no person shall be discriminated against because of their political or religious opinion or affiliations, or because of their sex, race, or ancestry of national origin.

MANAGEMENT RIGHTS

The Township 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 not 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 and efficient 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 amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to require 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 and transfer 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.

MANAGEMENT RIGHTS (contd.)

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, subject to **N.J.S.A. 34:13A-5.3**.

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 the 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.

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

RECOGNITION

The Township of Haddon hereby recognizes the P.B.A. as the exclusive majority representative for all Superior Officers contained in the Police Department of the Township of Haddon within the meaning of the New Jersey Employer-Employee Relations Act N.J.S. 34:13A-1.1.

The term "Superior Officers" and/or "Member" and "Employee", as used herein shall be defined to include the plural as well as the singular and to include males and females.

The Township further recognizes that the Department Representatives of the P.B.A. are to act as a liaison between the Police Department and the Township in all matters pertaining to hours of work, wages, and working conditions and said Department Representatives of the P.B.A. hereinafter referred to as "Representatives", shall be free from all extra long term responsibilities normally carried by Superior Officers.

CHECK OFF

1. Effective July 1, 1986, the Township agreed to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with N.J.S.A. (RS) 52:14-15.9e, as amended.
2. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the P.B.A. and verified by the Treasurer of the P.B.A., during the month following the filing of such card with the Township.
3. The aggregate deductions from all employees shall be remitted to the Treasurer of the P.B.A. together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
4. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish the Township written notice, thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative, advising of such changed deduction.
5. The P.B.A. will provide the necessary "check off authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
6. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
7. The P.B.A. 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 or in reliance upon information furnished by the P.B.A. or official notification on letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative.

AGENCY SHOP

1. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the P.B.A. and transmit the fee to the majority representative.
2. The deduction shall commence for each employee who elects not to become a member of the P.B.A. during the month following written notice from the P.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for services rendered by the P.B.A. shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the P.B.A., less the cost of benefits financed through the dues and available only to members of the P.B.A., but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
4. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the P.B.A. to engage in lobbying activity designated 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.
5. Prior to January 1st, and July 1st of each year, the P.B.A. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township, and to all employees within the unit the information necessary to compute the fair share fee for the services enumerated above.
6. The P.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the P.B.A. 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.

AGENCY SHOP (contd.)

7. The P.B.A. 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 actions taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the P.B.A. to the Township, or upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A., advising of such changed deduction.

P.B.A. REPRESENTATIVES

1. The Township agrees to grant time off without loss of regular pay or compensatory time, not to exceed one (1) calendar week per year, to any employees designated by the P.B.A. to attend the annual State Convention and Mini Convention, provided two (2) calendar weeks written notice is given to the Chief of Police by the P.B.A. and no more than three (3) employees, consisting of the P.B.A. President or Vice President, one (1) Delegate and one (1) Alternate Delegate, shall be granted time off at any one time. In no event shall more than two (2) employees on any shift be granted time off at any one time.
2. An aggregate of three (3) P.B.A. Representatives shall be appointed by the P.B.A. President, each year, to represent the P.B.A. in grievances with the Township. The P.B.A. shall make written notice as to the identity of these three (3) elected/appointed representatives, before they are actually assigned by the P.B.A. President to initiate an investigation into any particular matter. These three (3) P.B.A. Representatives shall suffer no loss of regular pay or compensatory time when processing grievances.
3. During collective bargaining negotiations, authorized P.B.A. Representatives, not to exceed four (4) shall be excused from their normal work duties for as much time that would be required to participate in any collective negotiation sessions mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.
4. One (1) State P.B.A. Delegate shall be granted time off without loss of regular pay or compensatory time to attend State and Local P.B.A. Meetings, when such meetings are conducted on a day when the delegate is scheduled to work. The State P.B.A. Delegate shall submit written notification to the Chief of Police no less than one (1) calendar week prior to the meeting date. This is meant to be interpreted that when any such State Meeting is attended by the authorized P.B.A. Delegate, that Delegate would be granted the day off of any given shift either prior to or directly following the time that the Delegate would be in attendance at the scheduled full day State Meeting.

P.B.A. REPRESENTATIVES (contd.)

5. The following Officers of the P.B.A. Local shall be granted time off without loss of regular pay or compensatory time to attend the regularly scheduled P.B.A. Meeting when such meetings are scheduled at a time when the Local P.B.A. Officers are regularly scheduled to work; President, Vice President, Recording Secretary, Financial Secretary and Treasurer. The Local P.B.A. President shall submit written notification to the Chief of Police no less than two (2) weeks prior to the meeting date. In no event shall the time excused be in excess of three (3) hours.
6. The President and the State Delegate of the P.B.A. Local or their representative alternate delegates shall be granted time off without loss of regular pay or compensatory time to attend County P.B.A. Meetings when such meetings are conducted when the Local President, State Delegate, or their two (2) respective alternate delegates are regularly scheduled to work. At no time will more than two (2) representatives receive time off for such meetings and time off shall in no event exceed three (3) hours. Every effort will be made by the P.B.A. Local to have their President and State Delegate attend the County P.B.A. Meetings; however, in the case of an absence by one or both, only their authorized alternate delegate will be permitted to act as official representative. Each year the President of the P.B.A. Local #257, will submit written notification to the Chief of Police advising him of the identity of the official alternate delegates to the County P.B.A. The Local P.B.A. President will also submit written notification to the Director of Public Safety advising him of the scheduled meeting dates. This notification will be made no less than two (2) calendar weeks prior to the meeting date.
7. The Township shall grant the P.B.A. reasonable use of the Township's facilities and equipment for the purpose of conducting P.B.A. business. The P.B.A. will be held responsible for any and all damage to the Township's facilities and equipment that might take place during its use by the P.B.A.
8. Should any member become President of the County P.B.A., he shall be granted the day off of any given shift either prior to or directly following in order to attend State Executive Meetings when requested by the Executive Board of the State. In no event shall this exceed one (1) day per month.

P.B.A. REPRESENTATIVES (contd.)

9. Should any member become an Executive Board Member of the New Jersey State P.B.A., he shall be granted the day off of any given shift either prior to or directly following in order to attend State Executive Board Meetings when requested by the Executive Board of the State. In no event shall this exceed one (1) day per month.

GRIEVANCE PROCEDURE

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

DEFINITION: The term "Grievance" as used herein, means any dispute or controversy arising over the interpretation, application, or any alleged violation of the terms and conditions of this Agreement and may be raised by the P.B.A. on behalf of an individual employee or group of employees, or the Township.

STEPS IN THE GRIEVANCE PROCEDURE: 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 ONE: The P.B.A., on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions herein within fifteen (15) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the P.B.A. and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days, shall be deemed to constitute an abandonment of the grievance.

The Chief of Police shall render a written decision within fifteen (15) working days after receipt of the grievance.

GRIEVANCE PROCEDURE (contd.)

STEP TWO: In the event the grievance has not been resolved in or at Step One, the P.B.A. shall, in writing and signed, file the grievance with the Township Commissioners within seven (7) calendar days following the determination at Step One. The Township Commissioners shall render a written decision within thirty (30) calendar days from receipt of the grievance.

STEP THREE: In the event the grievance has not been resolved in or at Step Two, the matter may be referred to the arbitration process as hereinafter provided:

A. In the event that the Township or the P.B.A. desires to submit a grievance to the arbitration process, this procedure shall be followed:

1. The party demanding mediation or arbitration shall serve written notice of its intention to go to mediation or arbitration on the other party within ten (10) calendar days following receipt of the Township Commissioners determination.
2. The party demanding mediation or arbitration shall request the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the Public Employment Relations Commission.
3. The cost of the services of the arbitrator shall be borne equally by the Employer and the P.B.A. Any other cost shall be paid by the party that incurred them.
4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
5. The decision of the arbitrator shall be final and binding upon the Township and the P.B.A.

A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon termination of the applicable time limits, the grievance may proceed to the next step.

COMPENSATION AND EXPENSES FOR IMPARTIAL HEARING

The reasonable compensation and expenses, if any, of a referee shall be borne equally by the Township and the P.B.A. and the compensation and expenses of each designee of a party shall be borne by the designating party.

HOURS OF WORK

- A. *WORK SCHEDULES* - Employees shall work in accordance with the schedules posted on a two month basis by the Department starting in 2010.
- B. *SHIFTS* - Work shifts will consist of 8 hour, 10 hour and 12 hour work days.
- C. *CHANGE IN SHIFTS* - No employee shall be required to report for a tour of duty with less than twelve (12) consecutive hours off between shift changes, unless an emergency is declared and in such case, the employee shall be compensated at the overtime rate for such time period.
- D. *12-HOUR SHIFTS* – Employees assigned to the 12-hour shift shall earn compensatory time for those hours scheduled over two-thousand eighty (2,080) hours annually - known as Garcia Time. Said compensatory time shall be used at a minimum of 24 hours quarterly, with a maximum of 32 hours to carry over to the subsequent year.
- E. *CALL IN TIME* - Any employee having completed any tour of duty and is dismissed at the end thereof and is recalled to duty, shall receive a minimum of four (4) hours pay, at the overtime rate, even though he may work less than the aforementioned four (4) hours.
- F. *SHIFT CHANGE* – Employees must be notified Sixty (60) days prior to a change in work schedule taking effect starting in 2010.
- G. *PATROL DIVISION MINIMUM STAFFING* - Minimum Staffing in the patrol division will be three officers per shift. Two members on each platoon will be entitled to take Leave Time or Compensatory Time regardless if a platoon member is Injured On Duty or on Light Duty.

SICK LEAVE WITH PAY

Sick leave is hereby defined to mean the absence of an employee from duty because of personal illness that prevents his/her doing the usual duties of their position, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family who is critically ill and requires the presence of the employee.

- A. The term "immediate family" is hereby defined to include the following: Mother, Father, Step-Parents, Spouse, Children, Foster Children of the Employee, Sister, Brother, Mother-in-law, Father-in-law, Grandmother and Grandfather.
- B. Any employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor promptly, but not later than one and one-half hours before the employee's usual starting time, except in cases of extreme emergency, where the employee is unable to do so.
- C. Sick leave shall accrue for regular full-time employees at the rate of eight (8) hours per month for the first year of employment and ten (10) hours per month for each year thereafter and shall accumulate from year to year.
- D. If an employee is absent for three (3) consecutive work days, the Chief of Police may require acceptable evidence on the prescribed form. The nature of the illness and length of time the employee was absent shall be stated on a Doctor's Certificate.
- E. In the event sick leave is not approved or the employee has exhausted his accumulated sick leave, the absence may be charged to the employee's vacation, if any, provided the employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Strikes and Lock-Outs.
- F. Abuse of sick leave will be cause for disciplinary action.
- G. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the County Department of Health.

SICK LEAVE WITH PAY (contd.)

- H. Effective January 1, 1993, all permanent full-time employees shall be entitled to One Hundred Fifty (150) eight-hour, One Hundred Twenty (120) ten-hour, or One Hundred (100) twelve-hour maximum unused sick days (1,200 hours), as severance pay upon retirement or if they become permanently disabled and must terminate their employment, with written proof by a physician. Where sick days are to be used as severance pay, the employee must give notice of retirement prior to budget preparation and payment will be made by the Township in two equal installments in the next two succeeding July 1sts.
- I. In the event an employee dies in the line of duty, payment for unused sick time will be made to his estate.
- J. It is understood that each employee shall have fully earned his sick days as of the first of the year; however, if the employee leaves the service of the Township, his earned sick time will be pro-rated for the time he was employed, if he meets the requirements for payment of same as defined on Resignation and Lay-Off and Discharge.
- K. Effective January 1, 2001, each employee may sell back to the Township up to eighty (80) hours of time, provided the employee has at least three hundred sixty (360) sick hours accumulated. The employee may use a combination of leave hours and sick hours, provided the first forty (40) hours purchased are from the sick time pool.
- L. Effective January 1, 2002, twelve (12) hours of compensatory time will be granted to each employee who does not use any sick leave in one calendar year, to be credited on December 31st of said calendar year.

MATERNITY LEAVE

It is the policy of this department not to discriminate against a female employee based upon her decision to bear a child. It is further the policy of this department to remain in compliance with existing laws, including the following in addition to any other applicable law based upon the employee's circumstances.

- The Pregnancy Discrimination Act, which is an amendment to Title VII of the Civil Rights Act of 1964
- Family and Medical Leave Act
- New Jersey Family Leave Act
- Fair Labor Standards Act
- Equal Employment Opportunity Commission Guidelines
- New Jersey Law Against Discrimination

This order further recognizes the various job titles within the agency and realizes that female Superior Officers who are pregnant and engage in field duty activities may require reasonable accommodations concerning duties and assignments.

This directive in no way affects the privileges of the employees under the provisions of any of the above listed acts or other federal or state law.

2. Statement of Rights:

- a. No policy may discriminate against an employee because of or based on her pregnancy, childbirth, or related medical condition.
- b. Women are entitled to equal treatment in the conditions, benefits, and privileges of employment, including the use of leave for pregnancy or related medical conditions.
- c. Pregnant women who can perform the essential functions of their jobs must be allowed to continue employment, and when disabled from performing these functions, must be treated the same as other temporarily disabled employees.
- d. An employee cannot be terminated because of her pregnancy.
- e. Pregnant employees must be permitted to work as long as they are able to perform the essential duties of their position.
- f. If an employee is temporarily unable to perform the essential duties of her position due to pregnancy, this agency will offer reasonable accommodations such as temporary medical reassignment to modified duty, sick leave or unpaid leave.
- g. Concern for the protection of an unborn child is not a legally acceptable basis for barring a pregnant employee from a particular job assignment unless supported by a medical determination.
- h. The Township cannot force a pregnant police officer to accept light duty solely because management believes it is unsafe for a pregnant officer to perform field duties. An involuntary reassignment to light duty is only justified where the officer's pregnancy is determined by a medical evaluation to be incompatible with the duties of her regular position.

Any decisions as to the fitness of a female police officer to perform her essential functions shall be determined based upon the employer's needs and a medical determination as to fitness for duty. At the discretion of the Township, the employee's physician or a physician chosen by the Township will make the final determination for fitness.

3. Procedure:

- a) A public safety agency has an obligation to provide uninterrupted service to the community. As such, early notification of a pregnancy is necessary to provide ample time to allow for vacation obligations and other scheduling matters so as not to cause undue disruption to the department and the safety of

the public. Upon learning of her pregnancy, an employee must notify the Chief of Police in writing within one week. The notification will include the name, address and telephone number of attending physician, the expected due date of her child, and any known medical conditions that may cause complications at any stage during pregnancy. Further, this notification provides the Human Resource Administrator with timely notification to ensure that all statutory requirements are fulfilled.

- b) The officer is responsible for providing the Chief of Police any orders from the attending physician regarding any restrictions related to the essential duties of the officer.
- c) Pregnant Superior Officers with physician-ordered restrictions on their work activities may be required to report to a physician chosen by the Township. The Township's doctor may consult with the police officer's attending physician and will make any final determination, if necessary, as to the police officer's fitness for duty and work status.
- d) Any cost associated with a visit to a Township doctor will be borne by the Township. (This does not apply if the Township doctor happens to be the personal physician of the employee.)
- e) The Chief of Police, or his designee, shall ensure that the Human Resource Administrator is notified of the pregnancy.
- f) Employees not engaged in field or enforcement activities will be permitted to work in such capacity as long as they are able to perform their assigned duties without any physician's restrictions on certain work activities may be accommodated based upon the circumstances at hand such as stooping, lifting, carrying heavy objects, not sitting for long periods, etc.
- g) Superior Officers assigned to field or enforcement duties will be permitted to work in such capacity as long as they are able to perform their assigned duties and if the physician's restrictions do not hamper the performance of their duties.
- h) Superior Officers with physician-ordered restrictions due to their pregnancy will be assigned to modified duty for the duration of their pregnancy if the restrictions make them unable to perform their regular duties.
- i) The assignment and duties of a police officer on light duty due to her pregnancy are at the discretion of the Chief of Police or designee. The assignment and duties should not be contrary to the physician's instruction.
- j) Any changes in the physician-ordered restrictions must be immediately reported to the Chief of Police. Any changes may be subject to review by the Township's doctor.
- k) Superior Officers on sick leave, modified duty, or maternity leave due to their pregnancy are prohibited from engaging in outside employment.
- l) Superior Officers on sick leave or maternity leave due to their pregnancy are prohibited from working any overtime or extra-duty assignments.

4. Uniform Modifications:

Pregnant uniformed Superior Officers who choose to remain on full duty may modify their uniform to accommodate their pregnancy. Any modifications will be approved by the Chief of Police prior to implementation. The wearing of body armor will be required for pregnant Superior Officers remaining on uniformed field duty.

5. Firearms Qualifications:

- a. Pregnant Superior Officers are exempt from the mandatory handgun qualification requirements.²
- b. This exemption shall remain in effect until the employee is certified for full-duty status.
- c. Pregnant Superior Officers beyond the mandatory handgun qualification period shall be required to surrender their department sidearm to the Chief of Police or his/her designee.
- d. Pregnant Superior Officers who have surrendered their department sidearm are prohibited from wearing an off-duty firearm at any time until they have been re-qualified by a firearms instructor approved by the Chief of Police.
- e. The supervising firearm instructor shall ensure that the necessary notification regarding the surrender of the firearm is made in a timely fashion.
- f. Upon being certified for duty, the officer shall be scheduled for handgun qualification by the Chief of Police or his/her designee.

6. Maternity Leave:

- a. Maternity leave may be taken at any time the employee feels it is in her best medical interests to do so pursuant to the policies of the Township.
- b. Maternity leave becomes necessary when the pregnant police officer becomes physically unable to perform her duties regardless of her assignment.
- c. Maternity leave can be taken as sick leave or vacation leave or a combination of the two.
- d. Except in the event of some unforeseen medical complications, the employee should give a minimum of four weeks advance written notice as to when she will begin maternity leave.
- e. The employee will also provide four weeks notice of their expected return to duty. Officers requesting additional maternity leave must provide two weeks notice prior to their announced return date. Requests for additional maternity leave must be made to the Chief of Police or his/her designee.
- f. Employees must be able to work full duty following their return

from maternity leave. Management is not required to offer a new mother a change in title, assignment, or duties following her return.

- g. The Captain will notify the court of a pregnant officer's availability to handle court matters.
- h. The Chief of Police may grant an extended period of light duty for a police officer returning from maternity leave based solely upon the officer's medical condition and not child rearing needs. The extended period of light duty will be granted on a case by case basis and only when supported by compelling documentation.

C. Modified Duty Assignments.

- a) Modified duty may include, but is not necessarily limited to, the following types of assignments:
 - Administrative duties (bookkeeping, report writing, report review, data entry, OEM duties, scheduling vehicle maintenance and other like duties.)
 - Clerical functions (filing, answering telephone calls)
 - Reassignment to other Township departments for administrative support
 - General department housekeeping (maintaining department storage/property areas)
- b) The Assignment to any modified duty function will consider the employee's knowledge, skills, abilities, and certifications (if required) and the physical limitations imposed upon the employee by the attending physician.
- c) Requests for temporary modified duty assignments shall be submitted to the Chief of Police or his/her designee. The request must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the attending physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgement by the attending physician of the familiarity with the modified duty assignment and the fact that the employee can physical assume the duties involved. The Chief of Police or his/her designee will make the final determination
- d) An employee may be reassigned to modified duty absent his or her request if so recommended by a supervisor or command field officer. Such recommendations should be accompanied by a certification from the attending physician, including a physician assigned by the Township.
- e) As a condition of continued assignment to modified duty, employees shall be required to provide periodic assessments of their condition from an attending physician.
- f) Assignments of this nature may be granted in instances where the leave is anticipated to be seven (7) calendar days or more duration.

- g) An employee's regular work schedule (days and hours) may be modified to conform to the duties and responsibilities of the modified assignment ensuring adequate supervision and accountability.
- h) An employee on modified duty, resulting from a duty related injury/illness, shall be permitted to attend appointments and physical therapy during his/her workday. Employees on modified duty for non-work related injury/illness shall use appropriate time off, (sick time, vacation time and compensatory time) to attend medical appointments and physical therapy.

The officer will be financially responsible for their physician's fee and the Township will be financially responsible for their physician's fee.

Questions regarding this rule will be addressed to the Chief of Police in writing.

PATERNITY AND FAMILY LEAVE

In accordance with Federal and State Paid Family Leave Acts

VACATION

The following annual vacation leave with pay shall be granted each calendar year. All employees must work six (6) months before they are eligible for any vacation time.

- Commencing with the seventh month through the first year, Forty (40) hours vacation.
- Commencing with the second year through the fifth year, Eighty (80) hours vacation.
- Commencing with the sixth year through the tenth year, One Hundred Twenty (120) hours vacation.
- Commencing with the eleventh year through the twentieth year, One Hundred Sixty (160) hours vacation.
- Commencing with the Twenty-First year and every year thereafter, Two Hundred (200) hours vacation.

A. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work, as determined by the Chief of Police, may be carried forward into 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 back that time only.

VACATION (contd.)

- B. Vacation time cannot be used for Sick Time without the express written consent of the employee.
- C. Vacation scheduling shall be the responsibility of the Chief of Police and will be granted as requested, according to seniority and giving full consideration as to the best interest of the Township.
- D. It shall be understood that Vacation Time may be taken singularly or collectively, as requested.
- E. Upon separation, the employee shall be entitled to payment for Vacation Time credited to him as of the first of the year, based on previous years entitlement in addition to time earned in the current year, if he meets the requirements for payment as defined in the sections on Resignation and Lay-Off and Discharge. In addition, it is understood that each employee shall have fully earned his vacation days as of the first of the year.
- F. In the event an employee dies, payment for unused Vacation time will be made to his/her estate.

PERSONAL DAYS

Each employee covered herein shall be entitled to One Hundred Twenty (120) hours paid personal time per year, to be credited on January 1st of each year.

1. New employees shall accumulate Personal Days at the rate of Ten (10) hours per month during their first year of employment.
2. Personal Days may be used in conjunction with vacation time with the approval of the Chief of Police, provided they do not create a hardship on the work schedule.
3. Personal Days may be used in lieu of sick days when the sick time has been exhausted, with the approval of the Chief of Police.

4. Personal Days are not to be used in conjunction with Sick Days.
5. All Personal Days are to be used during the calendar year in which they are granted, with a maximum of Forty (40) hours which may be carried over into the next succeeding year only.
6. Any employee leaving the Township employment during the course of the year shall only be entitled to be paid for Personal Days earned on a monthly basis, at the rate of Ten (10) hours per month for each month of service in that year and any accumulated days from the prior year.
7. In the event an employee dies, payment for unused Personal time will be made to his/her estate.

IN AN EFFORT TO PROVIDE A MORE EFFECTIVE ACCOUNTING OF PAID LEAVE, VACATION AND PERSONAL TIME ACCRUED WILL BE COMBINED ANNUALLY AND IDENTIFIED AS PAID LEAVE, BEGINNING JANUARY 1, 2002.

OVERTIME

Township Overtime is defined as any time worked over and above the regular work schedule of the Department. Township Overtime will be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate.

1. All overtime will be paid in accordance with the salary increment agreed upon for the current year of the contract.
2. When overtime moneys are paid out to the employee prior to the agreement of a salary increment, those moneys will be increased by the appropriate amount of the awarded salary increment within Thirty (30) days of the signing of the Agreement.

COMPENSATORY TIME

With the approval/consent of the Employee, compensatory time off can be taken in lieu of overtime payment, calculated at the rate of overtime, for all time accrued over the normal eight (8) or twelve (12) hour work day, where applicable.

LONGEVITY

Longevity pay will be granted to all full-time permanent employees covered by this Agreement with five (5) or more years of service

5 to 9 years of service	-	2% of annual salary
10 to 14 years of service	-	4% of annual salary
15 to 19 years of service	-	6% of annual salary
20 years of service and thereafter	-	8% of annual salary

- In computing Longevity Pay, the effective date shall be the anniversary date of hire.
- Effective in the Year 2001, longevity will be included in the base salary of eligible employees. Longevity will be excluded from the base salary for purposes of computing the annual cost of living increase.

UNIFORM ALLOWANCE

1. New employees will be supplied by the Township the initial basic uniform issue which will be stipulated by policy within the Haddon Township Police Department.
2. Whenever a uniform change is implemented by the Chief of Police or the Township Commissioners, the initial cost for the first issue shall be borne by the Township with no reduction in the employees' Uniform Allowance benefit. This shall apply only to the first issue of these items.
3. In the event that the Uniform is damaged or destroyed while an employee is acting within the scope of his employment, upon certification by the Chief of Police as to the condition of the uniform prior to and after such incident, the Township agrees to repair or replace that portion of the uniform which has been damaged or destroyed without cost to the employee or any reduction in his uniform allowance.
4. If in the course of duty an employee's eye glasses are damaged and in need of repair or replacement, upon presentation of a receipt, the Township will reimburse the employee for such repair or replacement.

WORKMEN'S COMPENSATION

When an employee is injured on duty he/she will receive Workmen's Compensation due him/her, plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of one-year.

Any employee who is injured in the line of duty and is unable to return to work for a period of less than the current requirements of Workmen's Compensation Laws (the 7 day waiting period), shall not be charged with any sick leave, personal days or vacation benefits because of such absence. Under these situations, a Doctor's Certification will be deemed necessary.

WORKMEN'S COMPENSATION (contd.)

Communicable Disease: Any Officer who suffers from a serious communicable disease included but not limited to HIV, Hepatitis, or other blood borne diseases, shall be treated with a rebuttable presumption that the disease was contracted on the job. This presumption will also be valid eight (8) years into an officer's retirement.

LIGHT DUTY

In the event an employee has suffered an injury, said employee may be placed on light duty, at the discretion of the Chief of Police and with proper Doctor's Certification.

Officers assigned to light duty status or classified as injured on duty will not count towards minimum staffing requirements within the department.

REIMBURSEMENT OF EXPENSES

1. Meals shall be paid for the employees by the Township in accordance with the following rates, when approved by the Commissioners in connection with an assignment:
 - \$8.00 for the Morning Meal
 - \$12.00 for the Afternoon Meal
 - \$20.00 for the Evening Meal
2. Meal expenses will be paid to an off-duty Officer while attending Court out of the Township employment or while on any official assignment for the Department when it is not practical for the Officer to eat at home.
3. Employees using their own private vehicle on police related assignments, where the one-way mileage exceeds ten (10) miles, shall be reimbursed at the rate of seventeen cents (\$.5850) per mile traveled. The Chief of Police will make the determination if such transportation is necessary. Mileage will be computed from the Township Police Headquarters and return to same.

REIMBURSEMENT OF EXPENSES (contd.)

4. Request for reimbursement shall be accompanied by a receipt or certification by the employee attesting to the payment of reimbursable expenses, not to exceed the amounts scheduled above.

MILITARY LEAVE

An employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in the Reserves or National Guard will be granted a leave of absence in accordance with Law.

COLLEGE INCENTIVE PLAN

One dollar (\$1.00) per credit hour per month will be paid to an Officer for each College Course, related to Law Enforcement, successfully completed up to an including an Undergraduate Degree. Only those individuals employed prior to January 1, 2005 will be eligible for this benefit.

Upon completion of an Associate Degree, seven hundred and fifty dollars (\$750.00) will be paid to the degree holder each year as a permanent part of his/her income. This only applies to individuals hired on or before December 31, 1992.

Individuals holding a Bachelor's Degree in Criminal Justice, Business Management or Accounting will receive an education bonus of \$1,000.00.

Individuals holding a Masters Degree or higher in Criminal Justice, Business Management or Accounting will receive an education bonus of \$1,250.00.

COLLEGE INCENTIVE PLAN (contd.)

Said bonus will be paid semi-annually during the months of June and December. Individuals must have completed two years of full time employment with the Haddon Township Police Department to be eligible for this bonus.

1. Provisions for the discontinuance of the College Incentive Plan are:
 - a) Failure of the student to enroll for or successfully complete two (2) consecutive semesters, not including the summer session, will result in the forfeiture of additional monthly incentive payments for the College Credits accumulated up to an including the last successfully completed semester.

2. Provisions for resumption of education are:
 - a) If the student should resume his/her education, he/she shall be paid for those credits which are achieved on their return, but not those attained prior to his/her discontinuance.

 - b) Upon attaining an Undergraduate Degree, the returning student will be eligible for permanent payments awarded to a holder of Undergraduate degree.

3. Termination of Benefit: Employees hired on or after January 1, 2005 shall not be eligible for the College Incentive Benefit.

LEAVE WITHOUT PAY

The Haddon Township Board of Commissioners, on written request of an employee and after reasonable notice, may grant one (1) year leave of absence, without pay, to such employee. Said leave may only be granted by the Commissioners. The Board of Commissioners may extend such leave for an additional six (6) months upon request of the Employee.

SALARY DEDUCTIONS

The Township agrees to make available to all employees the opportunity to have deductions made from the regular weekly paycheck of the Employee, when so requested for Christmas Clubs, Vacation Clubs, Payroll Savings Plans, United Fund, Deferred Compensation Plans and Dues (where applicable).

All deduction schedules, policies and procedures for the above shall be established with respect to the guidelines requested for and issued by the respective organizations or institutions involved.

INSURANCE

1. **HEALTH INSURANCE:** The Township shall provide all employees covered by this Agreement, fully paid health insurance coverage through: Blue Cross, Blue Shield, Rider J, Major Medical and Dismemberment Insurance, or equivalent carrier. The option to participate in one of the Health Maintenance Organizations may be made by the employee, in lieu of Blue Cross and Blue Shield-type coverage. The Township reserves the right to change its Health Benefits Administrator and/or carrier so long as the same or better benefits, coverages and administration as are provided under the current health benefit program are maintained. The Township agrees to provide forty-five (45) days notice to the PBA and to provide the PBA with the master plan documents for both the current and proposed plans for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

Effective January 1, 1993, all new hires will be eligible for single coverage only at the Township's expense for the first year of employment.

Definition: "Immediate Family Member" - a term that refers to an employee's spouse and dependents.

Effective January 1, 2010, co-pays shall increase from \$5.00 to \$15.00 for Primary Care Physicians; \$5.00 to \$25.00 for Specialists; and \$50.00 for Emergency Room Services, CAT and MRI.

INSURANCE (contd.)

Upon retirement with Twenty-Five (25) or more years of service with the pension system , the employee and their immediate family members will continue to receive the Health Insurance Benefits at the current benefit level, paid for in full by the Township. It is understood that no additions may be made to the benefit plan after retirement, unless the employee agrees to reimburse the Township for the additional cost.

Effective January 1, 1996, in the event an employee is permanently disabled as a result of a work related injury or illness, unable to perform their job (*as certified by a physician*), and forced to retire on a disability retirement, the employee and their immediate family members will continue to receive Health Insurance Benefits, at the same level as if the employee retired with 25 years of service in the pension system, paid for in full by the Township. This benefit will continue until such time as the employee is eligible for Social Security Disability and medical coverage therein (or other form of health benefits coverage) or returns to employment. In the case of Social Security Disability eligibility, the township will continue to cover the employee's immediate family.

If an active or retired member of the police department dies, the Township of Haddon shall continue to pay for the Health Insurance Benefits of his/her spouse so long as he/she does not remarry and for his minor dependents up to eighteen years of age or age designated in program.

2. LIFE INSURANCE: The Township shall provide a fully paid Life Insurance Policy for each employee covered herein, said Life Insurance Policy paying a minimum death benefit of Ten Thousand Dollars (\$10,000.00).
3. FALSE ARREST INSURANCE: The Township shall provide, for all employees covered herein, insurance against false arrest.

BEREAVEMENT LEAVE

In the event of a death in the Employee's family member, the Employee shall be granted time off without loss of pay, as per the following schedule:

1. Five (5) days off with pay in the event of death of the Employee's Father, Mother, Step-Parent, Spouse, Children, Step-Children or Foster Children.
2. Three (3) days off with pay in the event of death of the Employee's Sister, Brother, Mother-in-law, Father-in-law, Grandmother, Grandfather, Brother-In-law, or Sister-in-law.
3. One (1) day off with pay in the event of death of the Employee's Grandchild, Son-in-law/Daughter-in-law, or Niece /Nephew.
4. If extenuating circumstances arise where more time off is required, the Employee may request additional time off from the Chief of Police and the Township Commissioners.
5. When any such death leave is requested by an employee, it will be the responsibility of the Chief of Police to determine the validity of the request. The Chief of Police retains the right to require a copy of the death certificate of the deceased for proof of death.

COURT TIME

Any employee required to appear at Municipal or County Court or at a Juvenile Court Hearing or Deposition as a result of the performance of his/her duties during off-duty shall receive a minimum of four (4) hours compensatory time for his/her appearance. If the appearance extends over four (4) hours, officers will earn the additional compensatory time at overtime rate (double time).

LAY OFF AND DISCHARGE

1. In the event an Employee is Laid-Off, he/she is to be paid for his earned, accumulated vacation, sick and personal days.
2. In any event of separation, an employee who has vacation time and personal days accumulated from a previous year, shall be paid for same.
3. In the event that the Township of Haddon determines that a layoff (reduction in staff) is necessary, layoffs shall be made in reverse order of seniority starting with officers with the least amount of time with the department being laid off first.
4. If an Employee is discharged for cause, the Board of Commissioners shall determine whether or not the employee is to be paid for any earned, accumulated vacation and personal days, depending upon the circumstances of his/her dismissal.

RESIGNATION

If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time and personal days, prorated for the current year. If the employee does not give the proper two (2) weeks notice, the Board of Commissioners shall decide whether or not they are to be paid for same.

OTHER SEPARATION

For the purpose of this article, one (1) month severance pay shall consist of one hundred sixty (160) hours pay at the employee's base hourly rate.

Should the Township of Haddon decide to exercise its managerial prerogatives in such fashion that the Haddon Township Police Department should be abolished, merged, absorbed within another agency, or ceases to operate as a separate entity unto itself during the contract term, the following will apply:

OTHER SEPARATION (contd.)

Each employee covered under the terms of this agreement shall be entitled to one (1) month's severance pay for each three (3) months of service. Employees shall be given credit for prior months employed provided that such credit shall not exceed thirty-six (36) months severance pay. Employees shall be allowed a maximum of thirty-six (36) months severance pay. This benefit shall be paid, prorated over the severance period from the date of the employee's last day of service. More specifically, severance will be divided equally and paid on the anniversary date of separation in each subsequent year, not to exceed three years. The Township of Haddon agrees to maintain all employee and immediate family's medical benefits for a period of one (1) year from the employee's date of separation.

OFFICER IN CHARGE

When the Haddon Township Police Platoon Sergeant is off duty, due to personal holiday, vacation, illness, or approved absence, the Patrolman who is assigned by the Chief of Police or his designee, as Officer in Charge, shall be paid at the rate of pay, equivalent to the Sergeant's daily rate of pay. It is understood that the Township will only pay one additional OIC rate, per twelve hour shift. If two (2) OICs share a twelve hour shift in that capacity, they will also share the rate of additional pay. Also, when the Patrolman is assigned Officer in Charge and he is required to stay on duty after his regular tour of duty, he will receive overtime pay.

ASSIGNMENT TO DETECTIVE BUREAU

An Officer shall receive Seventy Dollars (\$70.00) per week while assigned to the Detective Bureau and working on a full time basis. This payment will not be used in computing salary benefits.

SHIFT DIFFERENTIAL

Officers scheduled to work on the second (2nd) shift shall receive a shift differential of seven and one-quarter percent (7.25%) regardless if Officer takes Leave Time or Compensatory Time. Shift Differential will also be earned for Officers working overtime and/or assigned as Officer In Charge during the second (2nd) shift.

SUPERIOR OFFICER'S SALARY

**Salaries: 3.5% increase to all steps, for each year of contract.
Reference Appendix A for details.**

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

DURATION

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2012, without any re-opening 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) days, nor no later than one hundred twenty (120) days, prior to the expiration of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Haddon Township, New Jersey on this _____ day of _____ .

FOR THE TOWNSHIP OF HADDON

FOR THE P.B.A.

ATTEST: _____
Municipal Clerk

APPENDIX "A"

	for reference only				
ANNUAL SALARY	2008	2009	2010	2011	2012
	4.00%	3.50%	3.50%	3.50%	3.50%
Captain	92,960.80	97,960.80 \$5K salary adjustment in lieu of COLA	101,389.42	104,938.04	108,610.87
Lieutenant	90,921.47	94,103.72	97,397.35	100,806.25	104,334.46
Sergeant	82,577.96	85,468.18	88,459.56	91,555.64	94,760.08