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**AGREEMENT BETWEEN**

**THE TOWNSHIP OF FLORENCE**

**AND**

**FLORENCE TOWNSHIP FOP LODGE #210**

**POLICE SUPERVISOR'S**

**JANUARY 1, 2014**

**Through**

**DECEMBER 31, 2014**

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## **AGREEMENT**

This agreement was ratified by the governing body of the Township of Florence, County of Burlington, State of New Jersey, herein referred to as the Township, and the Police Supervisors of the Florence Township F.O.P. Lodge 210, of the Township of Florence, County of Burlington, and State of New Jersey herein referred to as the Association, employee, or member. In consideration of the mutual promises contained herein, It Is Hereby Agreed As Follows.

## **DURATION OF CONTRACT - TERM AND RENEWAL**

A) This Agreement shall have a term from **January 1, 2014 through December 31, 2014**. If the parties have not executed a successor agreement by **December 31, 2014**, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

B) The Township agrees to reopen negotiations to establish a salary range for the rank of Lieutenant, should the rank of Lieutenant be created within the Florence Township Police Department, before the expiration of this Agreement.

## **RECOGNITION**

The Township herein recognizes the Florence Township F.O.P. Lodge #210 as the bargaining agent for the purpose of establishing salaries, wages, hours and all terms and conditions of employment eligible for negotiations for, Sergeants, Lieutenants, or those members covered by this Agreement, assigned to the Detective or Investigative Division.

## **NON - DISCRIMINATION**

The Township and the Florence Township F.O.P. Lodge #210 do agree that there shall be no discrimination against any of the members of the Florence Township F.O.P. Lodge #210, because of their Race, Creed, Religion, Sex, National Origin, or Political Affiliation, and has the right without fear of penalty or reprisal to form, join, and assist any employee or organization, or to refrain from any such activity. There shall be no such activity during the employee's scheduled working hours, nor shall the employee represent that his or her participation in the above mentioned activities represent the position of the Township of Florence.

## **GENERAL PURPOSE**

A) This Agreement is entered into in order to promote harmonious relations between the Township and the Association, in the best interest of the residents of the Township of Florence, County of Burlington, State of New Jersey, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth a full agreement between parties, establishment of pay, hours of work, and all terms and conditions of employment eligible for negotiations.

B) The Township agrees to continue with all and any procedures that are not covered or excluded by this contract, that have been established in past years. The Township however, reserves the right to amend or alter policies and procedures in accordance with the law.

## **PRESERVATION OF RIGHTS**

The Township of Florence agrees that all benefits, terms and conditions of employment relating to the status of the Township of Florence Police Supervisors, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of the memorandum of Agreement.

## **SEPARABILITY AND SAVING**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or member is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq.; however all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

## **CEREMONIAL ACTIVITIES**

In the event a police officer in another department in the State of New Jersey is killed in the line of duty, the Township will permit at least one uniformed police supervisor of the Township to participate in the funeral service, for the said deceased officer, on a voluntary basis.

Subject to the availability of same, the Township will permit a Township police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

## **RIGHTS AND PRIVILEGE OF THE ASSOCIATION**

Representatives of the Florence Township F.O.P. Lodge #210 shall be permitted a reasonable amount of time to transact joint Police and management business on the premises as long as it does not interfere with assigned duties. Members of the Florence Township F.O.P. Lodge #210 shall be granted an excuse from duty for a period of time not to exceed two (2) hours, for a regularly scheduled meeting of the Florence Township F.O.P. Lodge #210 or contract negotiations which falls during his normal tour of duty, except where the Chief of Police determines that an emergency exists, or where working conditions require said officer's service elsewhere. The Florence Township F.O.P. Lodge #210 may have use of a meeting room in the Township building, subject to the Township policy for utilizing and scheduling the use of Township building.

## **BULLETIN BOARD**

The Township agrees to supply the Florence Township F.O.P. Lodge #210 and the Police Department a bulletin board, to be placed in the Police Department Headquarters, for posting of notices of meetings and other official business of the Florence Township F.O.P. Lodge #210 Police Supervisors and the Police Department only.

## **LUNCH BREAK**

For every four (4) hours of scheduled work, including overtime, an employee is entitled to a thirty (30) minute suspension of patrol / duties that may be taken consecutively. Assignments and duties will govern when breaks are to be taken, pending the shift supervisors discretion, and available manpower during that period. Nothing herein will eliminate the responsibility of an officer to respond to any and all calls when deemed necessary.

## **F.O.P. LODGE #210 - AGENCY SHOP**

Any permanent supervisor in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent supervisor who does not join within thirty (30) days of initial promotion within the unit, and any permanent supervisor previously promoted within the unit who does not join within ten (10) days of reentry into supervision with the unit shall, as a condition of employment, pay a representation fee to the Union by Automatic Payroll Deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the supervisors in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this article.

## **LODGE REPRESENTATION AND MEMBERSHIP**

### **SECTION 1**

In accordance with the Florence Township F.O.P. Lodge #210 rules, authorized representatives of the Lodge, whose names shall be filed in writing with the Township Administrator, or his/her designee, shall be permitted to visit any facility or the office of the Chief of Police of Township, or his/her designee, for the purpose of processing or investigating grievances. The right shall be exercised reasonably, and shall be exercised by no, more than two (2) authorized Lodge representatives at any one time. Upon entering the premises, the authorized representative shall notify the commander or, in his/her absence his/her duly authorized representative. The Lodge representatives shall not unreasonably interfere with the normal conduct of the work within the public facility.

### **SECTION 2**

The Township agrees that one (1) Police Supervisor, (1) Patrol Officer, and (1) delegate, regardless of rank, who is a Board members and authorized representative and who are officially recognized delegates, shall be granted an administrative leave with pay in accordance with the provisions of N.J.S.A. 11A: 6-10 for the reasons set forth therein.

### **SECTION 3**

With respect to internal investigations, the Township shall present to the Union copies of all charges for disciplinary action and/or discharge against all employees covered by this Contract and the results thereof. The Union shall be informed of dates, times, and any charges, thereof for disciplinary hearings and also have the right to have a representative at such hearings at the employee's request at no loss in pay. The employee/member has the right to have a Union representative present during any meeting or interview, that he/she believes may result in disciplinary action, this is in accordance with NLRB vs. Weingarten, Inc. also East Brunswick B.O.E PERC No. 80-31, 5 NJPER 10206, (1979); 420 U.S. 251 (1975).

## **DISCIPLINARY ACTION**

**A)** In the event any disciplinary action is taken against one of the Police Supervisors, that member shall be notified within thirty (30) days of confirmation of the alleged infraction. The notification shall be in writing from the Chief of Police or his delegate and state in full the allegation and proposed methods of adjudication and penalty. Knowledge of the allegation shall commence upon written notification of the infraction, to the Chief of Police or his delegate, and such date to be documented.

**B)** If the Chief of Police and/or his delegate deem an investigation into the alleged infraction is necessary and disciplinary action is to be taken against any member, the investigation into the alleged infraction(s) shall commence within thirty (30) days of the knowledge of the alleged infraction (s) by the Chief of Police and/or his delegate. Every effort will be made to conclude the investigation within thirty (30) days of its induction. The Florence Township F.O.P. Lodge 210 agrees that some investigations may require additional time and that said additional time shall not constitute a violation of contractual rights. The Township agrees to notify the Florence Township F.O.P. Lodge 210 in instances when additional time is required.

## **GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this agreement, the following procedures shall be used.

For purposes of this agreement, the term "grievance" means any complaint, difference or dispute between the employer and any supervisor of the Florence Township F.O.P. Lodge 210 with respect to the interpretation, application, or violation of any of the provisions of this Agreement, or any negotiable rules, regulations, policies, agreements or administrative decisions affecting any employee(s) covered by this Agreement. Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

### **STEP #1.**

The complainant enters a written Grievance with the members of the Grievance Committee within ten (10) working days of the occurrence.

**STEP #2.**

The Grievance Committee will meet and review the grievance with the complainant, within five (5) working days, to determine if the grievance is valid.

**STEP #3.**

If it is determined that the grievance is valid, the Grievance Committee and the complainant will meet with the Chief of Police or officer in charge of the Police Department, to try to resolve the grievance, within five (5) working days of the receipt of the said grievance.

**STEP #4.**

If STEP #3 is unsuccessful, a written grievance will be submitted to the Chief of Police or officer in charge of the Police Department, within five (5) working days. The Chief of Police or officer in charge shall respond within five (5) working days of the receipt of the said grievance.

**STEP #5.**

If the Chief of Police or the officer in charge does not respond to the grievance within five (5) working days, or if the Chief's or the officer in charge, decision is unsatisfactory, the grievance shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give that complainant the opportunity to be heard and will give its decision in writing within twenty (20) working days of receipt of the written grievance.

**STEP #6.**

(1) If no satisfactory resolution of the grievance is reached at STEP #5, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said commission. The decision of the arbitrator shall be final and binding upon parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

3) The cost of the arbitration shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

**PERSONNEL FILES**

In as much as the members of this agreement recognize that some portions of personnel files are a matter of public record, the Township must take efforts to safeguard personnel information, which is not legally accessible to the public.

Only those types of files described in this agreement shall be maintained by the employer. The Township agrees to take steps necessary to assure that access to these files is restricted as per this agreement. Only those personnel files described below may be maintained:

**PERSONNEL FILE.** To be maintained by the township personnel file clerk and contain the following:

- a. Employee application
- b. Payroll and attendance records
- c. Training and/or Special school resume
- d. Assignment and promotion records
- e. Awards and accommodations
- f. Accompanying Civil Service forms required by Department of Personnel administrative law or practice.
- g. Sustained disciplinary actions with penalties - disposition only

**Access:** Accessible to public. (Copies of training files may be maintained by police personnel for the purpose of training, assessment, scheduling and discovery purposes).

**CONFIDENTIAL FILE.** To be stored in a locked file controlled by the Administrator and the Chief of Police and may contain the following:

- a. Medical questionnaires
- b. Medical reports
- c. Financial reports
- d. Psychological

**Access:** This information is restricted and available on an absolute need to know basis only. Upon one day advance notice to the Chief of Police and member covered by this agreement may review his/her confidential file. The appointment for an employee to review his/her file will be made with the Chief of Police at a mutually agreeable time and date. Upon written request, the officer is entitled to receive one complete copy of the confidential file at Township expense within 7 days of making such a request.

**INTERNAL AFFAIRS.** To be stored in a locked file controlled by the Administrator and the Chief of Police and may contain the following:

- a. Citizen complaint forms
- b. Supervisory investigative/complaint forms
- c. Statements from Internal affairs investigations
- d. Internal affairs investigation reports
- e. Inter-agency correspondence
- f. Findings and recommendations
- g. Supporting documentation and information associated with sustained disciplinary actions with penalties.

**Access:** This file is available only to the Chief of Police or his/her designee. Other persons shall have access to internal affairs files only upon exercising discovery privileges. Further, the Township retains its rights under the State Statutes and nothing in this section shall be construed so as to limit whatever rights the Mayor, Council and Administrator shall have under State Statutes.

## **INSURANCE**

The following benefits apply to all officers who are members of the Florence Township Police Supervisor's Association and FOP Lodge #210. All officers shall be eligible to receive these benefits in accordance with the collective bargaining agreement.

Effective October 1, 2013, Florence Township is leaving the State Health Benefits Plan (SHBP) and entering into a self-funded health insurance and prescription program. At the time of the October 1, 2013 switch, the Township has advised the FOP that it intends to use the AmeriHealth Network for medical coverage and Catamaran Rx for prescriptions. The township is not precluded from switching providers, but such a change cannot negatively impact the equivalency language stated herein. The Township acknowledges that the self-funded insurance and prescription plan must be the equivalent or better to the current SHBP. This equivalency applies to existing co-pays applicable under the SHBP for medical and prescription coverage effective September 30, 2013. The Township has the right to return to the SHBP so long as it provides the Florence Township FOP Lodge #210 with thirty (30) days advanced notice.

From February 1, 2002 until October 1, 2013, Florence Township was in the State Health Benefits Plan for all covered employees.

A) In addition to the medical and prescription coverage provided under the self-funded insurance plan, it is further agreed that the following provisions are a part of this contract.

1. Florence Township can re-join the SHBP at any time so long as it provides the FOP Lodge #210 with thirty (30) days notice and retains the equivalent coverage in place under this collective bargaining agreement.

2. Florence Township can implement or join another medical insurance coverage program and/or prescription program so long as it is the equivalent or better coverage than what is in place under this contract.
3. The co-pay levels under the self-insurance plan and prescription plan that goes into effect on October 1, 2013 shall be no greater than what was in place under the SHBP on September 30, 2013.
4. The Township and the FOP Lodge #210 agree that the co-pay can be increased to \$25.00 per unit member. The change in the potential co-pay does not apply to the Delta Dental Plan.
5. Effective January 1, 2014, all Police Supervisors of Florence Township FOP Lodge #210 agree to contribute towards their health insurance premiums on a percentage of total premium cost subject a four-year phase in under the state requirements (Chapter 78, P.L. 2011). Year 1 of the phase in schedule shall begin on January 1, 2013.

There shall be established a dental services plan with benefits equal to or better than the level of benefits provided by the Delta Dental Plan of New Jersey, Inc. - Program III:A. The Township shall provide a total of Fifteen Thousand dollars (\$15,000.00) with an increase of Eight Hundred Fifty dollars (\$850.00) per new supervisor covered by this Agreement, towards premium payments for the duration of the Agreement.

**B)** The Township agrees to continue the present life insurance coverage under the POLICE and FIREMAN'S RETIREMENT SYSTEM.

**C)** The Township agrees to provide that retirees shall have the option of maintaining the insurance available to active employees at the Township's group insurance rates, however at the retirees sole cost and expense.

**D)** The Township agrees to provide paid up medical benefits upon the death of an employee in the line of duty, to cover the employee's spouse and unmarried dependents under the age of 18 or under the age of 23 if a full time matriculated student at an accredited college or university. Coverage will terminate at the earlier of either of the following events; the spouse's remarriage or the spouse's coverage by another plan, but in any event coverage will terminate twelve (12) years after the death of said employee which the spouse can purchase at the group rate at his or her own expense.

**E)** The Township agrees to provide the same primary medical insurance and prescription plan listed in part A of this section, if an employee becomes physically disabled in the line of duty and receives an "accidental disability" retirement from the POLICE and FIRE RETIREMENT SYSTEM. These benefits do not apply to any claims pertaining to mental incapacity. The medical benefits will cover the employee, the employee's spouse and unmarried dependents under the age of 18 or under the age of 23 if a full time matriculated student at an accredited college or university. Should the employee or the employee's spouse obtain coverage equal to or better than that which is afforded by Florence Township under this section, the employee agrees to terminate the coverage supplied by the Township. If the Employee accepts any type of employment after leaving Florence Township, and earns more than fifty percent (50%) of his annual PFRS premium, then medical coverage will cease thirty (30) days after the starting date of the new employment.

**F)** Permanent employees eligible for medical health insurance coverage under this contact, that elect not to take coverage because the employee is covered under his/her spouse's insurance plan shall receive a payment in December of each year in which he/she has elected not to receive medical and prescription health care benefits. The employee must be employed no less than six (6) months to be eligible for this benefit. The amount of the payment shall be as follows:

2014 - \$2,350.00

## **PAY RATE**

**A)** "DATE OF PROMOTION" - shall be considered herein as the date the employee began his supervisory status.

**B)** When a Patrolman is promoted to the rank of Sergeant, he shall receive the initial rate of pay for the rank of Sergeant for the first six (6) months of that promotion. Upon completion of the first six (6) months he shall receive the final increment for the rank of Sergeant.



## **NORMAL AND OVERTIME WORKED**

A) A normal work day shall be twelve and a quarter (12 ¼) continuous hours per day.

B) The shift assignment of each employee, and the days of the week at which he is assigned to work, shall be determined by the Chief of Police or his designee.

C) If an employee is called to work early or requested or ordered to stay past the normal departure time, this will be considered overtime. He will receive one and one half (1 1/2) times his normal rate of pay, (TIME AND A HALF), regardless of the number of hours actually worked during the regular payroll period.

D) If an employee is requested or ordered to work overtime on a Vacation day, or one of the days listed under section F below, when he would normally be off duty, he shall receive two (2) times his rate of pay, (DOUBLE TIME), for the hours worked. In the case of Vacation overtime, this will be in addition to any compensation he would have received if he had not been requested or ordered to work the overtime.

E) If an employee is called into work at a time other than he would normally be scheduled, he is to receive a rate of one and one half (1 1/2) times his rate of pay, (TIME AND A HALF), for the hours worked. He will be guaranteed a minimum of two hours pay at a rate of one and one half (1 1/2) times his rate of pay, unless this overtime is continuous to the employee's regular scheduled shift in which case the employee shall receive the overtime rate for the time actually worked in excess of the regularly scheduled shift.

F) If an employee reports off sick for a scheduled shift on any of the below listed days, the employee must see a doctor on that day and present a doctor's certificate indicating the employee was seen on that date and the nature of the illness. If an employee reports off sick for a scheduled shift that includes any part of the shift scheduled on a holidays noted in this section, then the employee must see a doctor and present a valid medical note. *For example, if an officer is scheduled shift (2) on December 23<sup>rd</sup> which runs into December 24<sup>th</sup> (a scheduled holiday) the officer must present a valid medical note.* If an employee reports off sick on any of the below listed days, and does not see a doctor on that day and provide a doctor's certificate, the employee shall at a minimum be docked one (1) day's pay.

*New Years Day, Martin L. King Birthday, Presidents Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. Holiday is the day it is celebrated.*

G) If an employee should be off during the pay period because of a Personal day or Vacation day this will be considered a day worked; and he shall not lose any compensation if a Holiday falls during that pay period.

H) An employee cannot be charged for two days off for the same day.

I) All Vacation, Sick, and Personal day leave shall be considered a working shift, regardless of the employee's shift assignment. This section (I) shall not affect item (H) above.

J) All training taking place outside of the employee's regular work schedule shall be compensated at the rate of time and one-half (1 ½) the regular hourly rate, in compensatory time.

## **DETECTIVE DIVISION**

Any member assigned to the Detective Division, shall for the period assigned to that Division, receive five percent (5%) of his base salary, in addition to his regular wages and overtime. To be paid to him on a biyearly bases.

## **PAYMENT FOR COURT TIME**

A) If an employee is required to appear in court, at a time other than he would normally be scheduled, he shall receive a rate of one and one half (1 1/2) times his rate of pay, (TIME AND A HALF), for each hour that he is required to be present in court. He will be guaranteed a minimum of two hours pay at a rate of one and one half (1 1/2) times his rate of pay. The employer has option to work the employee the full two (2) hours when court is completed in less than two (2) hours.

B) Court payment will be included in the member's weekly paycheck, for that pay period.

C) Supervisors agree to schedule no more than two court dates per month. The court will be provided a list of these dates by each supervisor. The list will be kept current and cover a minimum period of Twelve (12) months. The court will be given sufficient notice should a court date need to be canceled.

Supervisors will schedule court dates so as not to fall on days of approved personal leave. In cases that involve extenuating circumstances, the presiding judge can require an officer to attend a third court. This section does not apply to special courts held during the year, nor to cases that require the charging officer to schedule the case for the next court date and be present (i.e. domestic violence cases, DWI, etc.).

## **CLOTHING ALLOWANCE**

A) The Township agrees to increase the amount of the uniform maintenance and purchase allowance to the following amounts during the term of this contract: **2014- \$2,264**. The amount is to be paid to the employee by May 1<sup>st</sup> of each year. Starting January 1, 2015 the Township agrees to increase the amount of the uniform and purchase allowance by the same percentage for each year of the contract as the percentage increase in the base rate of pay for that year of the contract. If an employee is off on sick leave for a total of two (2) or more months in a calendar year, then he/she will receive a pro-rated amount of the yearly clothing allowance.

B) The Chief of Police or his designee is to set the requirements for each uniformed officer as to the number of clothing items and the condition of each.

C) In the event a member's uniforms or clothing are lost, damaged, or destroyed in the line of duty, the Township shall, in addition to the annual allowance, reimburse the said member for such loss. If the Chief of Police or his designee should order a change or addition to the present uniform, the initial change or addition will be paid for by the Township. This is to include the purchase of all material for uniforms upon promotion to a higher rank. (Gold buttons, Chevrons, Badge, etc.) All the standards are to be set by the Chief of Police and/or the Township.

D) The Township agrees to pay for the replacements of the officer's bulletproof vest once every five (5) years, or the manufacture's certified life of the vest, whichever is the greater, with a vest of equal or greater quality and/or ballistic standards.

## **PAYMENT UPON RETIREMENT & ACCUMULATED SICK LEAVE PAYMENT**

A) Upon the date of retirement, an employee is entitled to compensation on a pro-rated basis for vacation, personal and sick days pertaining to the actual retirement year. The total payment for all accumulated time (prior and current year) is still capped per the language in this contract.

B) The Township agrees to pay each employee upon retirement, fifty percent (50%) of the **total** sum of his accumulated sick leave, not to exceed **\$22,953 for 2014**. The accumulated sick leave payment shall be made in two (2) equal installments. The first payment (50%) shall be paid within thirty (30) days after the effective date of retirement, providing that the employee has notified Florence Township of the retirement date by January 31<sup>st</sup>. The second payment (50%) shall be paid in the year following the actual retirement. The second payment will be made to the employee by January 31<sup>st</sup> of the following year. The maximum amount of accumulated sick leave shall be increased starting January 1, 2015 in each year of the contract by a percentage equal to one-half (1/2) of the percentage increase in the base rate for that contract year.

## **REPLACEMENT OF LOST PERSONAL PROPERTY**

The Township agrees to compensate an employee for damages to, or the loss of personal property, in the performance of his duty, provided said notice of such damage or loss shall be given to the immediate shift supervisor during or immediately following the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost to replace the damaged or lost items, provided the items can be demonstrated to be necessary to the performance of duties, as determined by the Chief of Police in consultation with the Township Administrator, subject to the grievance procedure.

## **REIMBURSEMENT OF EXPENSES**

A) The Township agrees to reimburse an employee for the use of his personal vehicle, at the Internal Revenue Service (IRS) published amount per mile, if used in the performance of his duties, educational seminars, and/or training, with proper authorization.

B) The Township agrees to reimburse an employee while on reassignment or temporary additional duty, for expenses concerning meals and lodging. Reimbursement for meals not to exceed Ten dollars (\$10.00) per meal and lodging will be reimbursed at the actual cost per day. Receipts must be provided.

## TUITION REIMBURSEMENT

The Township agrees to provide for tuition reimbursement in the amounts listed in this section, per employee in each contract year for educational reimbursement: **2014 - \$1,400.00**. The reimbursement shall only be for courses in a degree in Criminal Justice, Law Enforcement, or Law Enforcement related field, including administration and/or leadership, in which the employee attains a grade of "C" or better, as listed on his official transcript and shall be made after presentation of the transcript and receipt of payment. Tuition reimbursement is not applicable to any preparatory courses (prep courses).

## INJURY LEAVE

A) Injury leave shall be granted with full pay to employees disabled through an injury or illness as a result of/or rising from, and in the course of their respective employment, to include but not limited to skin poisoning or infections or contagious disease.

B) Any amount of salary or wages paid or payable to an employee because of leave granted pursuant to Section A, shall be reduced by the amount of Workmen's Compensation awarded under Chapter 15 of Title 34 of the revised statutes made for disability, because of the same injury or illness requiring such leave. It is the intention of the Township to supplement any temporary disability payments made under Workmen's Compensation to the employee so that said employee shall receive their full salary or wages.

## BEREAVEMENT LEAVE

A) An employee will be granted the following time off with pay, in the case of the death of: FATHER, MOTHER, GRANDFATHER, GRANDMOTHER, SPOUSE, SON, DAUGHTER, BROTHER, SISTER, FATHER-IN-LAW, MOTHER-IN-LAW, GRANDCHILD for a maximum of three (3) days. One of the three (3) days must be the day of the funeral. However, if travel out of state with a one way distance of more than one hundred (100) miles is required, the employee will be granted an additional two (2) days paid leave. One of the two (2) days shall be deducted from the employee's available sick leave.

B) An employee will be granted the following time off with pay, in the case of the death of: NEPHEW, NIECE, AUNT, UNCLE, BROTHER-IN-LAW, SISTER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, GRANDFATHER-IN-LAW, GRANDMOTHER-IN-LAW, COUSIN OF THE FIRST DEGREE, for one (1) day, being the day of the funeral or viewing.

*"Day of the Funeral" as used in this Section shall mean that the bargaining unit member may choose to use one Bereavement Day for any shift on which the scheduled hours occur on the day of the funeral. For the purpose of clarification the following example is offered:*

**EXAMPLE:** *If the day of the funeral is Tuesday and the officer is scheduled to work on that Monday and Tuesday shift, the officer shall have the option to use the Bereavement Day on either that Monday or Tuesday.*

## FUNERAL EXPENSES

In the event that an active member of the Florence Township Police Department who is covered by this contract should die in the line of duty, the Township shall pay up to Eight Thousand (\$8,000.00) Dollars of all necessary funeral expenses.

## SICK LEAVE

A) Between the time of employment and the end of the calendar year, (December 31st), employees shall receive one (1) days sick leave, with pay, for each month of employment. Thereafter, as of January 1st of the year following his employment, he shall be entitled to fifteen (15) days sick leave with pay, for each year thereafter. The employee can use all accumulated sick leave and up to five (5) unearned sick days at anytime during the year, which shall not exceed the annual maximum. If an employee required none of the said sick leave permitted during the calendar year, the sick leave not taken shall accumulate from year to year, to be used when needed. Sick leave herein is defined to mean - absence from duty of employee, because of personal illness by reason of which said employee is unable to perform the usual duties of his position, exposure to contagious disease, short period of emergency attendance upon a member of his immediate family who is seriously ill and requiring medical treatment of an emergency nature.

B) If an employee is absent for five (5) consecutive working days, for any reason set forth in the above section A, the Chief of Police or Township may require acceptable medical evidence, such as, a doctor's certificate. The nature of the illness shall be stated on the doctor's certificate, unless it is confidential between the doctor and patient. In this event, the doctor must give a certificate to return to work. The Township reserves the right at all times to verify any alleged illness.

C) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local Department of Health.

D) If a police officer does not use any sick days within on (1) calendar year, then Florence Township shall provide that employee with a Five-Hundred dollar (\$500.00) United States Savings Bond annually or a cash amount of \$425.00 in C.Y. 2014.

## ADDITIONAL SICK LEAVE

If an employee is off for an extended period of illness or injury (NOT JOB RELATED), and uses all of his sick leave and vacation, he will then receive compensation according to the following:

After FIVE (5) years of service on the Florence Township Police Department, he will receive one weeks pay for each year of service. This provision can be used only once in the twelve (12) month period following the last date the provision is used. If the full amount of the additional sick leave is not used during the employee's absence from work, then he may use the remaining sick leave allotted during the twelve (12) month period which begins on the first day of the extended sick leave. If an employee uses their balance of extended sick leave on a second occasion during the twelve (12) month period, then the provision requiring the employee to wait 12 months before implementing extended sick leave again actually starts on the date he last used said leave under the first extended sick leave absence.

The provision of extended sick leave is subject to a physical examination at the discretion of the Township.

**EXAMPLE:** An employee with seven (7) years service will receive seven (7) weeks pay after his sick leave and vacation are exhausted.

## VACATIONS

A) The Township agrees that the employee shall receive the following number of vacation days per year, with pay.

Date of Hire through end of 1st year	- 12 days
End of 2 <sup>nd</sup> Year through 7 <sup>th</sup> Year	- 12 days
Beginning of 8 <sup>th</sup> Year through 14 <sup>th</sup> Year	- 15 days
Beginning of 15 <sup>th</sup> Year through 20 <sup>th</sup> Year	- 20 days
Beginning of 21st Year through retirement	- 25 days

B) Notice of approval or disapproval, of the requested vacation, shall be given within seven (7) days from the time such request is submitted to the Chief of Police or his designee. If after the seventh (7th) working day the employee has not received approval or disapproval of the requested vacation, it shall be considered approved. This provision applies to seven (7) days or less. These requests must be made at least (7) days before the first (1st) day of the vacation sought by the employee. One (1) vacation day may be requested at anytime.

C) When in any calendar year the vacation time of an employee has not been exhausted, the employee may carry a maximum of twelve (12) days into the next succeeding year and up to twenty-five (25) hours compensatory time.

D) When a vacation day is taken in conjunction with an employee's regular scheduled days off, those days off shall be treated as part of and an extension of the employee's vacation as long as it is five (5) or more days off consecutively. If the employee is ordered into work on the days in conjunction with the vacation day, he/she will receive the overtime rate specified in section D of Normal and Overtime Worked, contained in this Agreement.

**EXAMPLE:** one (1) vacation day taken in conjunction with a long weekend.

E) *Three (3) emergency vacation days under the vacation allotment may be requested at anytime so long as it does not create overtime. Emergency vacation days cannot be used consecutively, and must be approved by a commanding officer. An emergency vacation day will not be considered an extension of any previously scheduled vacation.*

- F) *The Township agrees that a Police Supervisor can not be switched from his/her scheduled shift the day before vacation leave that will be at least five (5) days or more off consecutively.*
- G) *A Police Supervisor may three (3) times a year request a "green line" for less than five (5) consecutive days off. This request shall be noted on the leave request form. For the purpose of this contract the phrase "green line" means the days in conjunction with the Police Supervisor's scheduled vacation day(s).*
- H) *No compensatory time off will be granted if it creates overtime.*

*The Employer encourages the Employee to comply with the above paragraph so that the Employer can plan in-service training, special schools, special assignments, and other departmental operation assignments. Failure to comply with the above paragraph could result in the denial of leave entitlement requests due to manpower requirements.*

## **PERSONAL DAYS**

Each employee is granted three (3) personal days per year, with pay, provided the employee is absent from work on the day. Request for a personal day must be made in writing to the immediate supervisor. Forty-Eight (48) hours notice is required, except in the case of an emergency situation. In any case, approval is needed from the immediate supervisor or the department head. Personal days cannot be accumulated.

## **EMT DESIGNATION**

Unit Members who have achieved the designation of Emergency Medical Technician (E.M.T.) and who serve the residents and guest of the Township of Florence in such an official capacity shall be afforded an annual reimbursement payable on or before the last pay cycle of each calendar year in the following amounts:

**2014 - \$675.00**

## **FIELD TRAINING OFFICERS**

Any Police Supervisor who has been assigned as Field Training Officer (FTO) for a full shift will be compensated in one (1) hour of compensation time for each full shift worked as a FTO.

## **NOTICE OF SCHEDULE CHANGE**

A) When it is necessary to change an employee from his regularly scheduled shift assignment to another shift, the Township agrees to give the employee a minimum of seven (7) days notice. If the notice is given in less than seven (7) days he shall be paid at a rate of one and a half times his regular rate of pay, during that period that he works other than his regularly scheduled shift. This does not prevent the employee from volunteering to change his shift, at which time he shall be paid his regular rate.

B) The Township agrees that before January 1st of each year, a schedule will be posted and made available to the employees, showing the days and hours of work for each employee, from January 1st through the following January.

C) The Township agrees to limit the number of shift assignment changes to **four (4)** per man per twenty-eight (28) day work cycle. After which the overtime rate must be paid. This limitation does not apply to those shift changes which are undertaken on a voluntary basis at which time the employee shall be paid at the regular rate. Nor does this provision apply to those employees serving in the capacity of detective or officers who have their shift changed for the purpose of attending an organized school.

D) Shift Switches referred to in paragraphs A, B, & C shall only be allowed on the same calendar day. Example: An officer's shift scheduled is 0645 hrs. to 1900 hrs. on May 1<sup>st</sup>, 2011. The officer may only be switched to 1845 hrs. to 0700 hrs. with the start of the shift on May 1<sup>st</sup>, 2011.

E) Paragraph D does not apply to the "Floater" position within the schedule. The Police Supervisor in the "Floater" position on the schedule may be shifted from one day to another day within the scheduled rotation. The Police Supervisor in the "Floater" position will not be scheduled to work more than three (3) consecutive shifts. The Police Supervisor in the "Floater" position can be scheduled to work a maximum of two (2) full weekends (Saturday and Sunday) during any scheduled twenty eight (28) day rotation.

## 12 1/4 HOUR SCHEDULE AMENDMENT

The Florence Township F.O.P. Lodge 210 and the Township of Florence do hereby agree that the Police Supervisor will work the 12 ¼ hour day schedule that is part of this agreement, and that the agreement supersedes

the language found elsewhere in the contract which is in conflict. The Florence Township F.O.P. Lodge 210 and the Township agree to the following:

- 1) Re-qualifications, re-certifications, and in-service training sessions will be scheduled at a minimum of three (3) different days with each officer having the privilege to choose one day to attend, with the Township reserving the right to order officers to attend certain days if a minimum number of officers is necessary or if training can only be accomplished during a certain time frame. No officer will be required to attend training after working the evening/night shift (Shift #2). This does not prevent any officer from volunteering should he choose to attend training.

- 2) The schedule consist of two (2) shifts with the following start-end times:

SHIFT #1 - 0645 hours to 1900 hours - shown on the schedule as 1

SHIFT #2 - 1845 hours to 0700 hours - shown on the schedule as 2

	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	
S1	1				1	1				1	1			1	1				1	1			1	1	1				2
S2	2				2	2			2	2	2			2	2				2	2			2	2	2				
S3		2	2	2			1	1				1	1			1	1			1	1					1	1		
S4		1	1				2	2				2	2			2	2	2			2	2				2	2		
FLT				1	1			1	1			1	1				1	1			1	1			1	1		1	

Hours/days worked in excess of this schedule shall be paid at the officer's overtime rate. This shall include but not be limited to re-qualifications, re-certifications, and in-service training sessions.

- 3) An Officer-in-Charge (O.I.C.) is an officer assigned by the Chief of Police or his designee and has completed the mandatory O.I.C. training as per Florence Township Police S.O.P. 03-19.
- 4) Whenever there is a shift where a sergeant vacancy has occurred, resulting in no sergeants scheduled to work the vacancy, the Officer-in-Charge (O.I.C.) on that shift will assume the duties of the Sergeant. If the above results in mandatory patrolman overtime, the O.I.C. position will not be available, barring exigent circumstances.
- 5) At the execution of this contract, all Sergeants are eligible for the "Floater" position. If anyone of the current Sergeants fails to take the next offered promotional exam from the New Jersey Civil Service Commission, then he shall be deemed ineligible to be assigned as a "Floater" position. If a Sergeant who did not pass a promotional exam subsequently passes, then he will be eligible to be assigned to the "Floater" position. If a Sergeant does not adequately perform his/her duties of the "Floater" position with a documented review of the deficiencies, then the Sergeant shall be deemed ineligible for future assignments to the "Floater" position.

All officers promoted to the rank of Sergeant after *July 1<sup>st</sup> 2011*, the following shall be applicable. All Sergeants must have one (1) year in grade to be eligible for the "Floater" position. The Sergeant assigned to the "Floater" position will be in that position for the full thirteen (13) rotations of that year's schedule. Once all Sergeants have been selected, the selection will go back to the top of the list. Failing to pass a promotional exam above the rank of Sergeant eliminates a person from serving in the "Floater" position. Further, if a Sergeant does not adequately perform his/her duties of the "Floater" position with a documented review of the deficiencies, the Sergeant shall be deemed ineligible for future assignments to the "Floater" position.

The Township agrees to make every effort to keep patrol staffing to a maximum whenever possible and that the manpower staffing of all shifts shall not be reduced below the following minimums:

**Monday through Thursday**

0700 hrs to 1500 hrs - Three Officers  
1500 hrs to 0300 hrs - Three Officers  
0300 hrs to 0700 hrs - Three Officers

**Friday through Sunday**

0700 hrs to 1900 hrs - Three Officers  
1900 hrs to 0300 hrs - Four Officers  
0300 hrs to 0700 hrs - Three Officers

**SALARY**

Consistent with the terms of this agreement, the Township of Florence agrees to provide the unit members with a base salary increase of 2.0% effective January 1, 2014.

The rates associated with the 2.0% increase shall be shown in the appropriate salary ordinance that will be adopted by the Township Council.

Following are the above salary ranges with the percentages noted in this section.

<b><u>EFFECTIVE DATE</u></b>	<b><u>2014 INITIAL RATE</u></b>	<b><u>FINAL INCREMENT</u></b>
January 1, 2014	\$96,315.00	\$99,694.00

This Agreement, made and entered into, on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, between the Township of Florence, County of Burlington, State of New Jersey, and the Police Supervisor's Association, of the Township of Florence, County of Burlington, State of New Jersey, is hereby signed and shall be enacted upon the effective date(s) contained within.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
F.O.P. LODGE 210 PRESIDENT

\_\_\_\_\_  
TOWNSHIP ADMINISTRATOR

\_\_\_\_\_  
POLICE SUPERVISOR  
REPRESENTATIVE

\_\_\_\_\_  
COUNCIL PRESIDENT

\_\_\_\_\_  
POLICE SUPERVISOR  
REPRESENTATIVE

\_\_\_\_\_  
POLICE SUPERVISOR  
REPRESENTATIVE