

AGREEMENT

BETWEEN

TOWNSHIP OF EVESHAM

AND

FRATERNAL ORDER OF POLICE

LODGE NO. 143

(2005 – 2009)



10 Sep 2004

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PREAMBLE

THIS AGREEMENT, entered into this ___ day of _____, by and between the Township of Evesham in the County of Burlington, State of New Jersey (hereinafter called the “Township”) and the Evesham Township Fraternal Order of Police Lodge No. 143, (hereinafter called the “FOP”) represents the complete and final understanding on all issues between the Township and the FOP that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I **RECOGNITION**

- A. The Township hereby recognizes the Evesham Township Fraternal order of Police Lodge No. 143 as the exclusive collective bargaining agent for all patrolmen, patrolmen assigned as detective and corporals being full-time paid employees within the Police Department.
- B. “Full-time paid employees with the Police Department” includes all patrolmen, patrolmen assigned as detective and corporals below the rank of Sergeant who are full-time Police Department personnel, excepting clerical and other civilian personnel assigned to the Police Department.

ARTICLE II **MAINTENANCE OF OPERATIONS**

It shall be the mutual objective of the FOP and the Township to provide for the uninterrupted public safety protection of the general public.

The FOP agrees that during the term of this Agreement, neither the FOP, nor anyone acting on its behalf, will cause, authorize, support, or take part in any strike, work stoppage, slowdown, walkout, or other job action against the Township. The FOP agrees that such action would constitute a material breach of the Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The FOP will actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective as expressed above.

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

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees as defined under Article One – Recognition, as established by the policies of the Township in force shall continue to be applicable during the terms of this Agreement.

The Township shall not negotiate with any organization other than Lodge #143 for the duration of this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

- A. 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 without limiting the generality of the foregoing, the following rights:
1. To manage and control administratively the Township government and its properties, facilities and the activities of its employees; and
 2. To hire all employees and, subject to the provisions of Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

ARTICLE IV
HOURS OF WORK, OVERTIME, COURT PREPARATION FEE, MEAL ALLOWANCE
AND PERSONAL AUTOMOBILE EXPENSE

A. **HOURS OF WORK**

The normal working week shall consist of an average of forty (40) hours per week.

B. **OVERTIME**

An employee who is required to work beyond his regularly scheduled duty hours in any day or any week shall be paid overtime at the rate of time and one half. There shall be established an overtime list which shall be formulated by the Chief of Police or his designee and shall be posted in a conspicuous location.

C. **COURT PREPARATION FEE**

If a member is required to appear in any court of law as a result of the performance of his duties other than during regularly scheduled duty hours, he shall be compensated at a rate of one and half times his normal hourly rate of base pay for the time actually spent in Court or a minimum of three (3) hours at a rate of one and one half (1 ½) times his normal hourly rate (whichever is greater). This does not apply to members who are in court as a result of litigation they initiated against the township.

Whenever an officer working the 10:00 p.m. to 6:30 a.m. shift is scheduled to appear in day court (which begins at 8:00 a.m.) said officer will be paid at the rate of time and one half from the end of his shift until he is released from court. During this period of time (i.e. from 6:30 a.m. until the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

D. MEAL ALLOWANCE

Based upon presentation to the Chief of Police, of appropriate vouchers and receipts within ten (10) days, the Township agrees to pay the following for authorized schools, training, conference or seminars for which facilities are not provided:

1. The Township will reimburse a maximum daily rate for meals when the officer is assigned to attend any school, training, seminar, or conference at a rate not to exceed thirty dollars (\$30.00) should the officer be required to travel a distance or to stay overnight for which dining facilities are not provided.
2. The Township will reimburse a maximum daily rate for meals when the officer is assigned to attend any school, training, seminar or conference that does not require overnight lodging. The following rates shall apply:

Breakfast	\$ 5.00 per day
Lunch	\$10.00 per day
Dinner	\$15.00 per day

3. The Township will provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.

E. PERSONAL AUTOMOBILE EXPENSE

In the event any member of the FOP is required to use his personal automobile for Township business, he shall be reimbursed at the IRS mileage reimbursement rate, upon submitting vouchers and other appropriate records to the Chief of Police or such other officer or employee as may be designated by the Township Manager.

ARTICLE V
LEAVE TIME

A. VACATION LEAVE

1. Employees covered by this collective bargaining agreement shall earn annual vacation leave with pay which shall be earned on a monthly basis at the following rate:
 - Step 1. During the first sixty (60) months next following the date of hire, 15 days per year.
 - Step 2. From the beginning of the sixth (6th) year through the tenth (10th) year of service, 18 days per year.
 - Step 3. From the beginning of the eleventh (11th) year through the nineteenth (19th) year of service, 20 days per year.
 - Step 4. From the beginning of the twentieth (20) year through retirement, 25 days per year.

A member can utilize vacation time as of the first of each year but shall reimburse or otherwise make whole the Township for vacation taken but not yet accrued if the member retires, resigns or is separated from employment.

2. Upon retirement, or separation in good standing, accrued and unused vacation leave may be returned for payment at the employee's current pay rate, with a maximum of 30 days. Members terminating employment as a result of disciplinary action shall not be entitled to compensation associated with accumulated vacation leave.
3. Only one year's worth of annual vacation leave maybe carried into the succeeding year.
4. The Township and the employee concerned may mutually agree to a buy-back by the Township of accrued vacation time earned before December 31st of the then current year computed at the employee's then current rate of pay. This provision is permissive; neither party is bound to agree to a buy-back of accrued vacation time.

B. PERSONAL LEAVE

The Township will provide three (3) Personal Days for the purpose of conducting personal business. Personal leave days shall not be cumulative and the Township will not make any payment for personal leave days not utilized for any reason. Employee shall give reasonable notice prior to using personal leave. A member can utilize personal leave as of the first of each year but shall reimburse or otherwise make whole the Township for personal time taken but not yet accrued if the member retires, resigns or is separated from employment

C. BEREAVEMENT LEAVE

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below:

1. Six consecutive days, one of which shall be the day of the funeral, for death of spouse, children, stepchildren, parents, legally adopted children, brother and, sister. If additional bereavement time is desired by the member for any relative listed above, the township will allow the member to utilize any accrued time for this purpose so long as it is contiguous to the bereavement leave.
2. Three consecutive days, one of which shall be the day of the funeral, for grandparents, grandchildren (or step-grandchildren), mother-in-law, father-in-law, brother-in-law and sister-in-law and Aunt or Uncle.

D. FOP DELEGATE LEAVE

An employee covered by this Agreement serving in the position of Delegate of FOP Lodge 143 shall be entitled to leave to attend the FOP State and National Conventions, in accordance with N.J.S.A. 40A: 14-177.

FOP State Delegate meetings are held six times per year on Sundays. The Official Trustee of the FOP shall be excused from his/her shift two times per year for the sole purpose of attending the meeting.

E. LEAVE OF ABSENCE WITH OR WITHOUT PAY

The Township Manager may grant a request for a leave of absence for periods not to exceed one (1) year when such leave is for a reasonable purpose.

Employees who are granted a leave without pay shall not accumulate seniority credit or benefits of any nature during said leave. The only exception to this rule shall be health benefits in the event an employee's need for leave is covered by either the State or Federal Family Leave Act. Upon termination of leave of absence, the Township will reinstate the employee in the capacity in which he left at the rate of pay at which he left. During that period of absence, the employee shall not engage in gainful employment in any industry without the express written approval of the Evesham Township Manager.

Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis.)

When an employee is exercising his right to Family and Medical leave, the Township shall comply with the laws of both the Federal and State of New Jersey, which may supercede the above.

F. INJURY IN THE LINE OF DUTY

The Township shall provide Worker's Compensation Insurance coverage to all members. Further, The Township shall comply with N.J.S.A. 34:15-1 et. Seq., which provides a complete and detailed outline of both the employer and employee's responsibilities in the event of a work related injury.

The parties agree to be conclusively bound by the determination of the Township workers' compensation insurance carrier or the Workers' Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S.A. 354:15-1 et.seq. or "in the line of duty"; and, for the purposes of this section, those terms shall be identical.

1. Township's Duty to Supplement Pay

The Township's duty to supplement an officer's workers compensation benefits or sustain an officer at regular pay shall terminate as a result of any of the following events:

- a. Upon the officer's return to work.
- b. If an officer's temporary workers compensation benefits are terminated and the officer refuses or maintains he is unable to return to work, the Township's duty to supplement pay may be terminated only after the Township's physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the officer's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the officer fit to return to work, the Township's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the officer is not fit to return to active police work, notice of such determination shall be formally served by mail upon the officer (and if represented, his attorney) whereupon the Township's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.
- c. The determination of the hearer shall be conclusive and both parties agree that no right to appeal exist from such determination.

- d. If the officer or the municipality files an application for disability pension by reason of the officer's inability to return to active police duty, the municipality shall continue to supplement pay or sustain an officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs.
2. Notwithstanding the above, the Township will not supplement workmen's compensation benefits for a period longer than one (1) year.

ARTICLE VI
SICK LEAVE BENEFITS

A. SICK LEAVE

1. Members of the FOP shall be entitled to sick leave totaling 15 days per year which shall begin accruing on January 1st of each year at a rate of 1 ¼ days per month.
2. Sick leave will be cumulative from year to year without limit.
3. Members who retire shall receive the following retirement benefit:

2005-2006 = 1 hour through 1000 hours to be paid at 60%
 1001 hours through 1600 hours to be paid at 50%
 1601 hours and above to be paid at 40%

2007-2009 = 1 hour through 1000 hours to be paid at 55%
 1001 hours through 1600 hours to be paid at 45%
 1601 hours and above to be paid at 40%

Only members terminating employment as a result of PFRS retirement shall be entitled to compensation associated with the above chart. Members who resign, in good standing, and have 10 years or more of service shall be entitled to 50 percent of the above chart. Members who terminate employment with less than 10 years of service are not entitled to compensation for accumulated sick leave.

4. Any member injured n the line of duty will be bound by the provisions of Article V, Section (F) of this Agreement and relevant State Statutes. Said member will continue to accrue sick leave in accordance with Section "A" above.
5. A member's FMLA time will not start until his sick time has been exhausted.

B. MATERNITY LEAVE

1. Once a physician issues a note to a member stating that a member is no longer qualified for full duty as a police officer, a copy of that note must immediately be given to the Chief of Police.
2. Attempts will be made to place members in a modified duty role in accordance with the Light Duty Policy. If no modified duty is available such member will immediately be placed on maternity leave until a physician's note is produced clearing the member to return to full duty.

3. During such maternity leave member may use vacation, sick, personal or comp. time without penalty.
4. Once the member's accrued time has been exhausted, the member will be placed on unpaid maternity leave until a physician's note is produced clearing the member to return to full duty. During this unpaid maternity leave the township will agree to pay up to six (6) months of health insurance on behalf of the member.

ARTICLE VII **HOLIDAYS**

- A. Holiday pay was rolled into base pay in 2002.
- B. Members who work regular business hours and are not assigned to patrol duties will be off on township holidays, subject to normal recall requirements and procedures.

ARTICLE VIII **HEALTH AND WELFARE BENEFITS**

A. MEDICAL AND DENTAL INSURANCE

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to covered employees at the level of the Aetna Patriot V (or equivalent). The Township will provide health insurance in accordance with above for Aetna Patriot V (or equivalent) for all employees and their legal dependents. Effective January 1, 2006 if an employee wishes to have Patriot X (or equivalent) the employee can do so but shall be responsible for paying the difference necessary to upgrade from Patriot V to Patriot X via payroll deduction. The Township reserves the right to change the insurance carriers as long as equal or better benefits are provided. Employees who volunteer to participate in the Township's "Opt-Out" program will receive 50 percent of the total savings to the Township of the cost to ensure that employee and their eligible dependents at the Patriot V level.

Upon retirement, members who are not eligible for participation in the Health Benefits After Retirement Program, may, at his own expense, continue participation in the medical insurance program at the prevailing group rates, provided that the member makes timely premium payments to the Township.

B. PRESCRIPTION DRUG INSURANCE

Effective 1/1/2004, the co-pay shall be \$5.00 per prescription for generic drugs, \$10.00 per prescription for brand name drugs.

C. LIFE INSURANCE

1. The Township shall provide members with fifty thousand (\$50,000) dollars of life insurance.

2. In addition to the statutory funeral expense provided by Worker's Compensation, the Township will pay reasonable funeral expenses up to a maximum of five thousand dollars (\$5,000) upon receipt for same for any covered member who shall die in the line of duty.
3. The Township shall pay up to \$250.00 in attorney's fees for the primary beneficiary's counseling in seeking insurance and other lawful benefits if the member should die in the line of duty.

D. PRIVATE LEGAL COUNSEL:

The Township recognizes its obligations under N.J.S.A. 40A:15-155. Thus, as provided below, whenever an FOP member covered by this Agreement becomes a defendant in any actions or legal proceeding arising out of and directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint by the Township shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the expense of his defense.

If a member is acquitted, or charges are dismissed in the case of a discipline hearing, the Township will pay the usual, customary and reasonable fees subject to review by the Township Attorney in the following situations:

- a. If the complaint is on behalf of the Township.
- b. If the complaint is not on behalf of the Township and the matter is in Municipal Court.
- c. If it is a disciplinary hearing.
- d. If it is an indictable offense.

All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney, the member shall advise the Township Manager and the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.

All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges which are reasonable in amount shall be payable. After review and approval of a voucher for counsel fees by the Township Manager for approval and inclusion on the next regular bill list.

E. LIABILITY INSURANCE:

The Township will indemnify and save harmless members covered by this Agreement from civil liability for false arrest except for punitive damages and legal fees relative thereto.

In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member, the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the

obligation of the Township under the statute or this contract to provide for the defense of the member.

The term “insurance carrier” shall include any joint insurance fund, which provides coverage to the Township.

The Township shall exhibit any and all such policies of insurance to the members or their representatives, when and if requested.

The Township shall also maintain in effect an Ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4.

ARTICLE IX
CLOTHING ALLOWANCE, CLOTHING MAINTENANCE, STANDBY
COMPENSATION AND EYEWEAR REIMBURSEMENT

A. **CLOTHING ALLOWANCE**

The Township shall pay to each non-uniformed member \$650 at the first pay period in April for the purpose of deferring the cost of work clothing. For the purpose of this section, “non-uniformed personnel” is defined as those police personnel assigned to the Criminal Bureau. Personnel assigned to the criminal bureau after January 1st of any year shall receive a clothing allowance pro-rated.

B. **CLOTHING MAINTENANCE**

The Township will provide an annual clothing maintenance allowance to all members according to the following chart. Clothing maintenance shall be paid in July or upon budget adoption (if adoption occurs after July).

2005 = \$800
2006 = \$850
2007 = \$900
2008 = \$950
2009 = \$1,000

C. **STANDBY COMPENSATION**

Each Detective shall receive \$800 of annual compensation with respect to standby duty; provided, however, that in the event that a Detective should not be required to be available on a standby basis, no such compensation shall be paid. In the event that a Detective should be assigned out of the Criminal Bureau or if a patrolman should be assigned to the Criminal Bureau, the said standby compensation shall be pro-rated for the portion of the year that the member was assigned to the Criminal Bureau. The said payments shall be made on or about the first pay period in December of each year.

D. **CANINE STIPEND** Officers assigned to canine duty shall receive the following stipend which compensates them for all hours worked in association with care and feeding of the canine. Officers who do not work a full year will receive a prorated amount.

2004 = \$3,117 (3.9%)
2005 = \$3,239 (3.9%)

2006 = \$3,365 (3.9%)
 2007 = \$3,496 (3.9%)
 2008 = \$3,632 (3.9%)
 2009 = \$3,774 (3.9%)

E. EYEWEAR REIMBURSEMENT

The Township agrees to provide for the repair or replacement of a member's prescription eyewear, which may become damaged during the performance of on-duty police responsibilities. The Township's liability will not exceed one hundred dollars (\$100.00) In each case, the member must request prior authorization by submitting a signed written request and statement to the Chief of Police describing the damage and the detailed circumstances surrounding the incident, which led to the damage. The Township will not be responsible for normal wear and tear. After authorization for repair is secured, the member must submit receipts to the Township.

ARTICLE X
SALARIES

A. ANNUAL WAGE INCREASES

It is agreed that, during the term of this contract, members shall receive an annual base salary in accordance with the following salary scale:

	2005	2006	2007	2008	2009
	Annual	Annual	Annual	Annual	Annual
<u>Title</u>	<u>Base Salary</u>				
	3.95%	3.95%	3.95%	3.95%	3.95%
Pre-PTC	\$ 20,873	\$ 21,698	\$ 22,555	\$ 23,446	\$ 24,372
A	\$ 37,476	\$ 38,956	\$ 40,495	\$ 42,095	\$ 43,757
B	\$ 39,034	\$ 40,576	\$ 42,179	\$ 43,845	\$ 45,577
1	\$ 40,753	\$ 42,362	\$ 44,036	\$ 45,775	\$ 47,583
2	\$ 42,267	\$ 43,937	\$ 45,672	\$ 47,476	\$ 49,352
3	\$ 48,259	\$ 50,165	\$ 52,147	\$ 54,206	\$ 56,347
4	\$ 54,240	\$ 56,383	\$ 58,610	\$ 60,925	\$ 63,331
5	\$ 60,244	\$ 62,624	\$ 65,098	\$ 67,669	\$ 70,342
6	\$ 66,259	\$ 68,876	\$ 71,597	\$ 74,425	\$ 77,364
7	\$ 72,231	\$ 75,084	\$ 78,050	\$ 81,133	\$ 84,337
8	\$ 77,968	\$ 81,047	\$ 84,249	\$ 87,577	\$ 91,036
*Senior Ofc.	\$ 81,866	\$ 85,100	\$ 88,461	\$ 91,955	\$ 95,587
Detective	\$ 81,866	\$ 85,100	\$ 88,461	\$ 91,955	\$ 95,587
Corporal	\$ 85,959	\$ 89,355	\$ 92,884	\$ 96,553	\$ 100,367

* A patrol officer shall be eligible for Senior Officer pay at the start of their twentieth (20th) year (15 of which must be in Evesham).

- B. PRE-PTC Is a rate that will be for members who have not yet graduated the academy nor received a PTC certification. Upon completion of the academy and PTC certification the member will advance to step "A." For purposes of the Salary Scale the member's anniversary date shall be the date they enter Step A.
- C. PROBATION
The probation period will be for a period of one year or more in accordance with State Statutes. The first 6 months at Step A and the second six months at Step B. Promotion to Step One will be made following successful completion of the Probationary Period. Members will be eligible to progress through the remainder of the Steps on an annual basis on the anniversary date of the completion of probation/promotion to Step One.
- D. DETECTIVES
Patrolman and detectives are equal in rank. Assignments in and out of the investigative bureau will be made by the Chief of Police. If the Chief of Police assigns a Patrolman to serve as a Detective the member will be paid in accordance with the above schedules. The increase in salary is to compensate patrolmen assigned as a detective for such things as required business attire, on call duty, etc. Any member designated as a Detective will be compensated in accordance with the above schedules at the next higher Step over his current pay rate. Eligibility for progress through the remaining Steps will be made on the anniversary date of employment. Progress from the top Patrolman Step, once achieved, to the above Detective pay rate will be made similarly on the anniversary date. Detectives who are assigned back to regular patrol duties will return to the appropriate Patrolman Step. Patrolman assigned to the investigative bureau as a training assignment receive no additional pay except the prorated clothing allowance.
- E. CORPORAL
Any member of the FOP who is currently within the step system and promoted to Corporal shall advance two steps at the time of the promotion and receive two increases each year thereafter on their promotion date until the maximum of Corporal salary is reached. If a member is going from detective to corporal, member shall increase one step initially and then two steps per year thereafter.
- F. PAY PERIOD
The Township reserves the right to transition the unit to bi-weekly payroll as long as the rest of the Township employees are also transitioned to bi-weekly payroll. If the Township transitions to bi-weekly pay, payday shall remain Friday but shall occur every other Friday resulting in 26 pay periods per year.
- G. The Township reserves the right to hire a patrol officer at any step not to exceed Step 3 based on qualifications and experience.
- H. SHIFT DIFFERENTIAL
1. Fixed Shift
Shift differential will only be paid to members assigned to the patrol bureau at the following rates: six percent (6%) for the evening shift. Eight percent (8%) for the overnight shift.
 2. Shift Differential shall be paid in the paycheck nearest December 1st of

each year.

ARTICLE XI **EDUCATION**

Upon prior approval of the Chief of Police, the Township will pay, on a reimbursement basis, the tuition and book expense of any member furthering his education by taking police courses. Educational reimbursement shall be based on the less of 1) actual tuition cost; or 2) the established undergraduate tuition rate (per credit) for a New Jersey resident attending a college or university with the New Jersey State System. Police courses are defined as college level courses directly associated with a degree program in police science or criminal justice at an accredited college.

Members hired after March 18, 1986 will be limited to a four-year bachelor's level degree with respect to the above. The Township will reimburse the member for tuition and book expenses only after completion of course work, the submission of receipts, and proof of the attainment of a final grade of "C" or better. The Township will only provide compensation, which in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Township will not, in conjunction with financial aid and compensation received from other sources, provide compensation when such combined payments would exceed actual tuition and book expenses.

ARTICLE XII **GRIEVANCE PROCEDURE**

A. STATEMENT OF PURPOSE

1. Grievance Resolution

The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this contract and in the employment relationship of all members covered by this Agreement.

2. Informal Resolution

Nothing herein shall limit or infringe the right of any employee freely and informally to discuss any grievance with a Superior.

B. EXCLUSIVE REMEDY

The procedures thereafter set forth are the sole and exclusive means of resolving grievances between the parties.

C. DEFINITIONS

1. Grievance

Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employees covered under this Agreement and may be raised by an individual, the FOP, or at the request and on behalf of an individual or group of individuals, or the Township.

2. Grievance Committee

For the purposes of this Agreement, "Grievance Committee", shall mean that group of members of the FOP, duly appointed by the FOP to resolve the member's grievances.

3. Superior Officer

For the purposes of this Agreement, "Superior Officer" shall mean the Chief of Police, his designee, or in their absence a Lieutenant.

D. INITIATION OF GRIEVANCES

1. Written Complaints

All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.

2. Service

All grievances shall be personally delivered to the Superior Officer and a Grievance Committee member within twenty (20) days of the occurrence from which the grievance arose.

3. Representation

Any aggrieved party may either present his own case, designate an FOP member to present his case or to employ legal counsel for his representation. Should the member choose to employ legal counsel, he shall do so at his own or the FOP's expense.

4. Waiver

Failure to serve a written complaint citing a grievance within twenty (20) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.

5. Extension of Time

Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Township Manager or the Chief of Police (or his designee) and the aggrieved party.

6. Attendance

Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.

7. Disciplinary Action

No disciplinary action shall be commenced without just cause.

E. DETERMINATION BY CHIEF OF POLICE

1. Referral to the Chief of Police

If the grievance is not settled by the Superior Officer to the member's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application, or alleged violation of this contract only, the aggrieved party may make written request within five (5) calendar days to the Chief of Police for review.

2. Decision by Chief of Police

The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the FOP and to the complainant.

F. DETERMINATION BY TOWNSHIP MANAGER

1. Appeal to Township Manager

In the event the aggrieved party be unsatisfied with the determination by the Chief of Police, the complainant or the FOP may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.

2. Decision by Township Manager

The Township Manager shall render a written copy of his/her decision to both the FOP and the complainant within twenty (20) calendar days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION

1. Request for Arbitration

In the event the aggrieved party is unsatisfied with the determination of the Township Manager, the grievant shall petition the FOP for arbitration. Only the FOP Lodge #143 shall be allowed to move a grievance to arbitration. The Executive of the Lodge shall advise the Township Manager in writing that a grievance shall be moved to Arbitration.

2. Determination for Arbitration shall be made through the Offices of the Public Employment Relation Commission (PERC)

3. Choice of Arbitrator

Upon receipt of the list of arbitrators from PERC, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.

4. Cost of Arbitration

- a. In the event the aggrieved party is a member of the FOP at the time of the occurrence of the action complained of, then costs of the arbitration shall be shared equally by the Township and the FOP.
- b. In the event the aggrieved party not be an FOP member at the time of the occurrence of the action complained of, the FOP shall bear no responsibility for arbitration costs and the grievant shall pay half of costs.
- c. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.
- d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator may, in his sole discretion, assess reasonable counsel fees to costs upon said party.

5. Effect of Arbitration

The decision of the arbitrator shall be binding upon both parties.

ARTICLE XIII
MISCELLANEOUS UNION RIGHTS

The FOP shall have the right to install at its own expense a bulletin board and file cabinet on the Township's premises for the posting and filing of notices/correspondence relating to the FOP meetings and official business only. Location of the bulletin board and file cabinet will be approved by the Chief of Police. No other notice shall be posted until it has been submitted to and approved by the Township Manager or his designee. Such approval shall not be unreasonably withheld.

1. Nothing contained herein shall be construed to deny or restrict to any officer such rights as he may have under New Jersey Laws or other applicable Laws and Regulations. The rights granted to Officers and Lodge shall be deemed to be in addition to those provided elsewhere.
2. All discipline proceedings affecting any officer by any authorized agent of the Township shall not be made public and shall be confined to within the Department or Township.

Any dismissal or suspension shall be considered a discipline action and be subject to the grievance procedure subject to applicable statute.

The Executive member of the Lodge shall be furnished all information within the public domain pertaining to collective negotiations with the Township and any or all information in the processing of a grievance pursuant to Article 12 of this Agreement.

Nothing in this Article shall prohibit the Township from seeking information as required by law or rule.

ARTICLE XIV **AGENCY SHOP CLAUSE**

At the FOP's written request for each member of the bargaining unit who is not a member of FOP Lodge #143, the employer shall deduct an agency fee equal to 85% of the regular dues and assessments charged by the FOP to its members from the regular paychecks of any non-member.

Such deductions shall commence only after the FOP has notified the employer of its regular dues and assessments and the name of each non-member of which it wishes a deduction to be made. The employer need not make any deduction within the first thirty (30) days after such notification. The employer shall transfer all funds so deducted to the FOP within thirty (30) days of the deduction. The FOP shall hold and save the employer harmless from any legal actions, whether civil or criminal, judicial or administrative, taken by any individual as a result of the employer's acts or omissions pursuant to this provision.

This provision shall have no force or effect until the FOP files a copy of a lawful demand and return petition with the employer, which shall be approved by the employer's attorney.

ARTICLE XV **TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect up to and including December 31, 2009, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date hereof.

ARTICLE XVI
RETROACTIVITY

The terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on Jan 1, 2005.

ARTICLE XVII
REDUCTION OF BENEFITS

It is expressly understood by both parties that reduction or elimination of any benefits shall only be by written agreement.

ARTICLE XVIII
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able issues, which were or could have been the subject of 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 of the parties at the time they negotiated or signed this Agreement. Renegotiating may commence only upon the written request of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals at Evesham Township, New Jersey, on the date and year below written.

FRATERNAL ORDER OF POLICE LODGE #143

By: _____ (L.S.) ATTEST: _____
President

TOWNSHIP OF EVESHAM, COUNTY OF BURLINGTON, STATE OF NEW JERSEY

By: _____ (L.S.) ATTEST: _____
Mayor Municipal Clerk