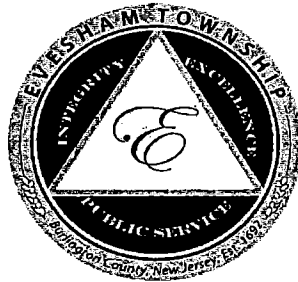


**AGREEMENT**  
**BETWEEN TOWNSHIP OF EVESHAM**



**AND**  
**FRATERNAL ORDER OF POLICE**  
**LODGE NO. 143**



---

**January 1, 2014 through December 31, 2017**

---

**Charles E. Schlager, Jr. Esq**  
**Charles E. Schlager, Jr. LLC**  
**P.O. Box 67**  
**Mount Laurel, NJ 08054**

**Mark Ruderman, Esq.**  
**Ruderman & Glickman**  
**675 Morris Avenue, Ste. 100**  
**Springfield, NJ 07081**

INDEX

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
	Preamble	3 <sup>✓</sup>
I	Recognition	3 <sup>✓</sup>
II	Maintenance of Operations	3 <sup>✓</sup>
III	Management Rights	<del>4</del> (5)
IV	Hours of Work, Overtime, Court Preparation Fee	<del>5</del> (6)
V	Meal Allowance and Personal Automobile Expense	<del>6</del> (7)
VI	Leave Time	<del>7</del> (8)
VII	Leaves of Absence	<del>8</del> (10)
VIII	Sick Leave Benefits	<del>11</del> (13)
IX	Health and Welfare	<del>13</del> (15) <i>% CHASE p. 17</i>
X	Clothing, Standby Compensation and Eyewear Reimbursement	<del>16</del> (18)
XI	Salaries	<del>17</del> (19)
XII	Education	<del>20</del> (22)
XIII	Grievance Procedure	<del>21</del> (23)
XIV	Miscellaneous Union Rights	<del>24</del> (26)
XV	Agency Shop Clause	<del>24</del> (26)
XVI	Term and Renewal	<del>25</del> (28)
XVII	Retroactivity	<del>25</del> (28)
XVIII	Reduction of Benefits	<del>25</del> (28)
XIV	Fully Bargained Provision	<del>25</del> (28)
APPENDIX A	2014-2017 Employee Wages	<del>26</del> (29)
APPENDIX B	2014-2017 Wage Step Guide	<del>28</del> (31)
APPENDIX C	Health Benefit Plan Summary	<del>29</del> (32)

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, and patrolmen assigned as detectives being full-time paid employees within the Police Department.
- B. "Full-time paid employees with the Police Department" includes all patrolmen, and patrolmen assigned as detectives below the rank of Corporal 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

A. HOURS OF WORK

The normal working week shall consist of an average of forty (40) hours per week or twenty hundred and eighty (2080) hours annually.

1. Officers working a twelve (12) hour work shift shall receive adjustment time in lieu of pay in accordance with the executed Memorandum of Agreement.
2. Adjustment time will be scheduled off at the sole discretion of the Chief of Police in a manner that is consistent with the executed Memorandum of Agreement - A.
3. The annual stipend allotted to members assigned to the Traffic Unit shall be distributed to those members in a manner that is consistent with the executed Memorandum of Agreement – B.

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 1/2) 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 an overnight 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 the end the officer's shift until the conclusion of the court appearance), the officer will be considered on duty and subject to assignment as needed.

ARTICLE V

MEAL ALLOWANCE AND PERSONAL AUTOMOBILE EXPENSE

A. MEAL ALLOWANCE FOR OVERNIGHT TRAINING

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 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 requires 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.

B. 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 VI  
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, 144 hours per year.

Step 2- From the beginning of the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of service, 168 hours per year.

Step 3- From the beginning of the eleventh (11<sup>th</sup>) year through the nineteenth (19<sup>th</sup>) year of service, 184 hours per year.

Step 4- From the beginning of the twentieth (20) year through retirement, 224 hours per year.

2. 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.
3. 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. 
4. Only one year's worth of annual vacation leave may be carried into the succeeding year.
5. The Township and the employee concerned may mutually agree to a buy-back by the Township of accrued vacation time earned before December 31<sup>1</sup> 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.

ARTICLE VII  
LEAVES OF ABSENCE

A. 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. The term spouse as used in this Article shall include domestic partners and civil unions as defined by New Jersey law.

1. Six consecutive work days, one of which shall be the day of the funeral or day of death, for death of spouse, children, stepchildren, parents, step-parents, legally adopted children, brother and, sister. The term spouse as used in this Article shall include domestic partners and civil unions as defined by New Jersey law. 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 work days, one of which shall be the day of the funeral or day of death, for grandparents, grandchildren, step-grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law, aunt or uncle.

B. 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 four times per year on Wednesdays. 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.

---

C. 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, and then only in conformance with the State Health Benefits Program guidelines. 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 supersede the above.

D. 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. 34:15-1 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 VIII  
SICK LEAVE BENEFITS

A. SICK LEAVE

1. Members of the FOP shall be entitled to sick leave totaling 120 hours per year which shall begin accruing on January 1<sup>st</sup> of each year at a rate of 10 hours per month.
2. Sick leave will be cumulative from year to year without limit
3. Members hired after May 21, 2010 shall be compensated for unused leave pursuant to P.L. 2010, c.3, sub-section 2, effective May 21, 2010. Members hired before May 21, 2010 who retire shall receive the following retirement benefit:

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. Member who terminate employment with less than 10 years of service are not entitled to compensation for accumulated sick leave.

4. Any member injured in the line of duty will be bound by the provisions of Article V, Section (E) of this Agreement and relevant State Statutes. Said member will continue to accrue sick leave in accordance with Section "A" above.

- 
5. A members FMLA time will not start until his sick time has been exhausted.

B. MATERNITY LEAVE

Upon notifying the Chief of Police of a pregnancy, the pregnant officer shall be given the option to transfer to a modified duty assignment within the department Or, with the approval of the Township Manager, to another appropriate municipal function, for the remainder of the pregnancy or until maternity leave is required. The officer shall be required to supply a note from her physician stating that a member is no longer qualified for full duty as a police officer. During maternity leave, the member may use vacation, sick, personal or comp. time without penalty. Once a police officer's accrued time has been exhausted, the member will be placed on unpaid medical 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.

The purpose of this clause is to take the pregnant officer out of harm's way and to preserve the officer's rights and benefits.

ARTICLE IX  
HEALTH AND WELFARE

A. MEDICAL AND DENTAL INSURANCE:

1. 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 cover employees and their legal dependents. The Township reserves the right to change the insurance carriers provided that equal or better benefits are provided to the plans defined in sub-section (2.).
2. Effective January 1, 2014, the Plan will be the Platinum Plan under the Township's Self-Insured Health Insurance Fund. This Plan shall remain the standard Plan through December 31, 2014.
3. Effective January 1, 2015, the standard health insurance plan shall be the Gold Plan as presented by the Township and discussed in the negotiations resulting in this Agreement. Individuals shall be permitted to select enrollment in the Platinum Plan provided the individual pays the premium differential and contributes pursuant to Chapter 78 or successor law on the Plan selected. [See Appendix C]
4. Employees who volunteer to participate in the Township's "Opt-Out" program will receive the maximum permitted under P.L. 2011, c. 78, whichever is the lesser of 25% of the amount saved or \$5,000.
5. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch.78. The Chapter 78 Chart is shown at the end of this Article.
6. 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: Co pay shall be as required by the plans offered by the Township. Any changes shall conform to sub-section (1).

C. VISION PLAN: The Township shall provide a Vision Plan, which shall cover the employee and dependents (spouse and children under the age of nineteen (19) years old). For

each member and qualified dependent up to one-hundred (\$100.00) dollars every twenty-four (24) months refundable upon presentation of receipts for eye glasses.

D. INSURANCE:

1. The Township will continue to provide the present life insurance policy, which provides for group term life insurance for fifty thousand dollars (\$50,000).
2. The Township will pay any reasonable funeral bill up to a maximum of ten thousand (\$10,000) dollars upon presentation of receipts for actual expenditure for any member who shall die while on official duty. Said provision to be effective immediately.
3. This payment shall be in addition to the statutory funeral expenses provided by workers compensation.
4. The Township shall pay attorney's fees to a licensed attorney selected by the spouse or administrator or executor of an officer's estate to a maximum amount of \$250 for legal services and counseling regarding available insurance and benefits in any case in which a police officer dies in the line of duty.

E. The Township will indemnify and save harmless the members of the FOP 143 from civil liability for false arrest except for punitive damages and legal fees related thereto.

F. Any member who is charged with the commission of any crime arising from the lawful execution of his/her said duties shall be entitled to full legal representation as outlined below. The Township will pay a reasonable amount for the services of legal counsel upon the completion of such services provided that selected counsel submits an itemized statement to Council reflecting fees and costs prior to rendering such services and that the Township provides express authorization for the services.

The Township shall not reimburse legal fees for any member who is found guilty of an indictable offense.

G. The Township shall exhibit any and all such policies of insurance to the members of the FOP 143, or their representatives, when and if requested.



YEAR 4

**Employee Contribution Schedule – Chapter 78**

Family			<i>under</i>	Single		P/C - Emp/Sp		
\$25,000		3.00%	\$20,000		4.50% ✓	\$25,000		3.50%
\$25,000	\$30,000	4.00%	\$20,000	\$25,000	5.50% ✓	\$25,000	\$30,000	4.50%
\$30,000	\$35,000	5.00%	\$25,000	\$30,000	7.50%	\$30,000	\$35,000	6.00%
\$35,000	\$40,000	6.00%	\$30,000	\$35,000	10.00%	\$35,000	\$40,000	7.00%
\$40,000	\$45,000	7.00%	\$35,000	\$40,000	11.00%	\$40,000	\$45,000	8.00%
\$45,000	\$50,000	9.00%	\$40,000	\$45,000	12.00%	\$45,000	\$50,000	10.00%
\$50,000	\$55,000	12.00%	\$45,000	\$50,000	14.00%	\$50,000	\$55,000	15.00%
\$55,000	\$60,000	14.00%	\$50,000	\$55,000	20.00%	\$55,000	\$60,000	17.00%
\$60,000	\$65,000	17.00%	\$55,000	\$60,000	23.00%	\$60,000	\$65,000	21.00%
\$65,000	\$70,000	19.00%	\$60,000	\$65,000	27.00%	\$65,000	\$70,000	23.00%
\$70,000	\$75,000	22.00%	\$65,000	\$70,000	29.00%	\$70,000	\$75,000	26.00%
\$75,000	\$80,000	23.00%	\$70,000	\$75,000	32.00%	\$75,000	\$80,000	27.00%
\$80,000	\$85,000	24.00%	\$75,000	\$80,000	33.00%	\$80,000	\$85,000	28.00%
\$85,000	\$90,000	26.00%	\$80,000	\$95,000	34.00%	\$85,000	\$100,000	30.00%
\$90,000	\$95,000	28.00%	\$95,000		35.00%	\$100,000		30.00%
\$95,000	\$100,000	29.00%						35%
\$100,000	\$110,000	32.00%						
\$110,000		35.00%						

ARTICLE X

CLOTHING, STANDBY COMPENSATION AND EYEWEAR REIMBURSEMENT

A. CLOTHING ALLOWANCE

The Township shall pay to each non-uniformed member \$1,150 for 2014; \$1,250 for 2015; \$1,350 for 2016; and \$1,450 for 2017 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 1<sup>st</sup> of any year shall receive a clothing allowance pro-rated.

The Township will contract directly with a vendor for the purpose of uniform maintenance. Each member shall be entitled to dry cleaning services not to exceed two uniforms per week. Detectives shall be entitled to cleaning dry service not to exceed two business suits per week or equivalent number of items.

B. STANDBY COMPENSATION

Each Detective shall receive annual compensation with respect to standby duty as follows: \$1,300 for 2014; \$1,400 for 2015; \$1,500 for 2016; and \$1,600 for 2017. Detectives assigned to intelligence shall be compensated half the standby compensation for the respective year. However, 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.

C. CANINE STIPEND

Compensation for "At-Home Care" of police canines will be calculated based on 30 minutes per day or 3.5 hours per week. It will be handled by way of schedule adjustment pursuant to the attached Memorandum of Agreement.

---

D. 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 XI - SALARIES

A. ANNUAL WAGE INCREASES

1. All employees employed as of the date of execution of this Agreement shall be paid an annual base salary in accordance with the wage guide set forth in Appendix A during years 2014, 2015 and 2016. Employees hired in 2014, working less than a full year will receive a pro-rated portion of the listed salary for 2014.

2. All employees shall not be subject to the wage guide set forth in Appendix B during years 2014, 2015 and 2016.

3. Beginning on January 1, 2017, all employees shall be placed onto the wage guide as set forth in Appendix B. Employees' 2017 annual base salary shall be computed by adding the 2017 step salary and the 2017 salary adjustment as illustrated in the step guide in Appendix A. When added together, these amounts represent the employees' 2017 annual base salary. Employees' hourly rates of pay in 2017 will be determined by dividing the 2017 annual base salary by 2080 hours. This 2017 base salary shall be the acknowledged base salary for the successor contract regardless of the step guide in 2017.

4. Thereafter, on January 1<sup>st</sup> of each subsequent year employees will advance one step on the Wage Guide until top step is reached.

5. Any new employee hired after the execution date of this Agreement shall receive wages pursuant to the following schedule. Employees working less than a full year will receive a pro-rated portion of the listed salary:

<u>Hire Date</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
1/1/15 – 6/30/15	\$50,000	\$52,500	\$58,500
7/1/15 – 6/30/16	\$50,000	\$51,000	\$53,500
7/1/16 – 6/30/17		\$50,000	\$51,000
7/1/17 – 12/31/17			\$50,000

6. After December 31, 2017, all new hires shall be placed at the Pre-PTC Step or Step 1 and thereafter, the employee will move to the next step depending upon whether they are hired prior to or after July 1<sup>st</sup> of any year. For those employees hired prior to July 1<sup>st</sup>, they will move in step on January 1<sup>st</sup> of the next year. For those employees hired on or after July 1<sup>st</sup>, they will not advance to the next step until January 1<sup>st</sup> one year removed.

[Ex. 1: Hired 1/1/18 through 6/30/18 will advance to next step on 1/1//19]

[Ex. 2: Hired 7/1/18 through 12/31/18 will advance to next step on 1/1//20]

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 "1" of Schedule A.

C. PROBATION

The probation period will be for a period of one year or more in accordance with State Statutes. 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. Beginning on January 1, 2017 (after employees are placed on the wage guide set forth in Appendix B) any member assigned to the Investigative bureau as a Detective will be compensated in accordance with the schedule at the next higher Step over his current pay rate. Further, once assigned by the Chief of Police to the Investigative Division as a Detective, the employee will remain at the advanced wage step even if the Chief reassigns the employee out of the Investigative Bureau. As with all other covered employees, step advancement will be one step every January 1<sup>st</sup> until top step is reached. Patrolman assigned to the investigative bureau as a training assignment receive no additional pay except the prorated clothing allowance.

Members of the investigative bureau not assigned take home vehicles shall receive a \$1,000 stipend during the first pay period of December of each calendar year. The stipend is \$1,000 in 2014, \$1,050 in 2015, \$1,110 in 2016 and \$1,150 in 2017.

Member(s) assigned take home vehicles as of January 1<sup>st</sup> 2014, have the option of utilizing the Township owned vehicle or, if the member opts to no longer utilize a take home vehicle, the member shall receive the \$1,000 vehicle stipend. If any members assigned take home vehicles decide to receive the stipend in lieu of the Township vehicle, they must notify the Chief of Police in writing by January 1<sup>st</sup> of each year to be eligible for yearly stipend. The yearly vehicle stipend increases are noted above.

E. PAY PERIOD

Members shall be considered salaried employees. Annual salaries will be distributed over the course of the year on a bi-weekly basis. Payday shall remain Friday and shall occur every other Friday. This will typically result in 26 pay periods. In the event that a given year will have 27 Fridays, management and the unit will meet to discuss a mutually agreed upon method for the distribution of the annual salary that is compatible with the Township's payroll program/system.

F. The Township reserves the right to hire a patrol officer at any step not to exceed Step 3 based on qualifications and experience.

G. SHIFT DIFFERENTIAL

1. Fixed Shift

In the event the Township utilizes 8.5 hours shift intervals, a shift differential will be paid at the following rates: six percent (6%) for the evening shift (i.e. the 2:00pm to 10:30pm), or any part thereof. Eight percent (8%) for the overnight shift (i.e., 10:00pm to 6:30pm shift), or any part thereof.

2. Rotating Monthly Shift

In the event the Township institutes a rotating shift schedule requiring members to work alternating shifts based on a 28 day schedule cycle, there shall be a flat shift differential payment to every officer assigned to the 28 day schedule cycle as follows: \$2,400 for 2014; \$2,500 for 2015; and \$2,600 for 2016, and \$2,700 in 2017.

3. Shift Differential shall be paid in the paycheck nearest December 1<sup>st</sup> of each year.

ARTICLE XII  
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 XIII  
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 Captain.

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 calendar (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 calendar (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) calendar 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) calendar 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 XIV  
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 XV  
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 **as permitted by law up 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 XVI  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in effect up to and including December 31, 2017, 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 XVII  
RETROACTIVITY

Unless otherwise specified, the terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on January 1, 2014.

ARTICLE XVIII  
REDUCTION OF BENEFITS

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

ARTICLE XXIV  
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: [Signature] L.S)TEST: [Signature]  
Date: 11/13/14 Date: 11/14/14

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

By: [Signature] L.S)TEST: Mary Lou Berg  
Date: 12-13-14 Date: 11/13/14

**APPENDIX A**  
**2014 - 2017 Employee Wages**

Employee	2014	2015	2016	2017	2017	2017	2017
	Salary	Salary	Salary	Step Assignment	Step Salary	Adjustment	Total Base Salary
Det. Clements	107,301	109,395	111,528	12	113,734	0	113,734 ✓
Det. Carlin	107,301	109,395	111,528	12	113,734	0	113,734
Det. Scutt	107,301	109,395	111,528	12	113,734	0	113,734
Det. Borbidge	107,301	109,395	111,528	12	113,734	0	113,734
Denelsbeck	107,301	109,395	111,528	12	113,734	0	113,734
Borden, Wm	107,301	109,395	111,528	12	113,734	0	113,734
Magee, T	104,453	109,395	111,528	12	113,734	0	113,734
Divito, M (K-9)	102,190	109,395	111,528	12	113,734	0	113,734
Trampe, M	102,190	109,395	111,528	12	113,734	0	113,734
Apistar, P	102,190	109,395	111,528	12	113,734	0	113,734
Willard, R	102,190	105,300	109,500	12	113,734	0	113,734
Bakely	102,190	105,300	107,000	11	107,858	3,142	111,000
Meany	102,190	105,300	107,000	11	107,858	3,142	111,000
Niji	102,190	105,300	107,000	11	107,858	3,142	111,000
Dolphin	102,190	105,300	107,000	11	107,858	3,142	111,000
Fitzpatrick	102,190	105,300	107,000	11	107,858	3,142	111,000
Colbert	102,190	105,300	107,000	11	107,858	3,142	111,000
Padulose	102,190	105,300	107,000	11	107,858	3,142	111,000
Tomeo	102,190	105,300	107,000	11	107,858	3,142	111,000
Armstrong	102,190	105,300	107,000	11	107,858	3,142	111,000
Hernandez (K9)	102,190	105,300	107,000	11	107,858	3,142	111,000
Mancini	102,190	105,300	107,000	11	107,858	3,142	111,000
Schmidt	102,190	105,300	107,000	11	107,858	3,142	111,000
Scambia	102,190	105,300	107,000	11	107,858	3,142	111,000
Johnson	102,190	105,300	107,000	11	107,858	3,142	111,000
Tavella	102,190	105,300	107,000	11	107,858	3,142	111,000 ✓
Dougherty	102,190	105,300	107,000	11	107,858	3,142	111,000
Burdette	102,190	105,300	107,000	11	107,858	3,142	111,000
Capecci	102,190	105,300	107,000	11	107,858	3,142	111,000
Hansbury	102,190	105,300	107,000	11	107,858	3,142	111,000
Strockbine	102,190	105,300	107,000	11	107,858	3,142	111,000
Libetti	102,190	105,300	107,000	11	107,858	3,142	111,000
Graff	102,190	105,300	107,000	11	107,858	3,142	111,000
Petersen	102,190	105,300	107,000	11	107,858	3,142	111,000
Defrancesco	102,190	105,300	107,000	11	107,858	3,142	111,000
Mesmer	95,838	105,300	107,000	11	107,858	3,142	111,000
Kennedy	83,811	95,000	103,500	11	107,858	342	108,200
Morgan, M	83,811	95,000	103,500	11	107,858	342	108,200
Borden, J	79,575	91,000	99,500	11	107,858	342	108,200
McGinley	76,549	88,000	96,250	10	102,266	3,484	105,750 ✓
Henry	55,427	60,500	63,000	4	68,719	781	69,500 ✓

	2014	2015	2016		2017 SALARY	2017 ADJUSTMENT	2017 TOTAL BASE	
Funches, III	53,205 ✓	60,000	62,500	4	68,719	281	69,000	
Torres	48,339	54,000	57,000	3	63,127	373	63,500 ✓	
Hatler	48,339	54,000	57,000	3	63,127	373	63,500	
Weitzman	✓ 47,961	53,000	56,500	3	63,127	0	63,127	
Weiss	47,323	52,000	55,000	2	57,536	2,964	60,500 max	step ✓
Schwartz	47,323	51,000	54,000	2	57,536	1,964	59,500	
Kerr	47,323	51,000	53,500	2	57,536	1,714	59,250	
Brown	47,323	51,000	53,500	2	57,536	1,464	59,000	
Hanrahan	47,323	51,000	53,250	2	57,536	1,464	59,000	
Ioculino	✓ 47,323	51,000 MIN	53,000	2	57,536	1,464	59,000	

**Appendix B**

**Wage Guide**

<u>Step</u>	<u>2015 Annual Base Salary</u>	<u>2016 Annual Base Salary</u>	<u>2017 Annual Base Salary</u>
1	50,075	50,951	51,945
2	55,465	56,436	57,536
3	60,855	61,920	63,127
4	66,245	67,404	68,719
5	71,635	72,889	74,310
6	77,025	78,373	79,901
7	82,415	83,857	85,492
8	87,805	89,342	91,084
9	93,195	94,826	96,675
10	98,585	100,310	102,266
11	103,975	105,795	107,858
12	109,393	111,307	113,734

**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 "1" of Schedule A.

---

**PROBATION**

The probation period will be for a period of one year or more in accordance with State Statutes. 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.

The above wage guide reflects agreed upon increases of: 1.95% for 2014, 1.95% for 2015, 1.75% for 2016 and 1.95% for 2017.

**APPENDIX C**

Benefits				Gold Plan		
				Participating	Non-Participating	
Lifetime Maximum				Unlimited		\$1,000,000.00
Plan Year Maximum				Unlimited		\$1,000,000.00
Deductible	Individual Per Family Unit			\$250.00		\$1,000.00
				\$500.00		\$2,000.00
Out of Pocket Maximum	Individual Per Family Unit			\$2,500.00		\$10,000.00
				\$5,000.00		\$20,000.00
				Co-Payments		Co-Payments
Physician Visits				\$25 copay		80% after deductible
Urgent Care Visits				\$25 copay		80% after deductible
Specialist Visits				\$45 copay		80% after deductible
Emergency Room Services				\$100 copay		\$100 copay
				<b>Covered Services</b>		<b>Covered Services</b>
Allergy Injections/Testing				100% after \$25 copay		80% after deductible
Ambulance Service <i>(For Emergency Transport Only)</i>				90% after deductible		80% after deductible
Anesthesia	Inpatient Outpatient			100% after deductible		80% after deductible
				100% after deductible		80% after deductible
X-Rays and Lab Tests <i>(Outpatient)</i>				100% after deductible		80% after deductible
Chiropractic Care <i>(Limit of 30 visits per Calendar Year, Combined in and out-of network)</i>				100% after \$25 copay		80% after deductible
Durable Medical Equipment				90% after deductible		80% after deductible
Emergency Room Services <i>(copay waived if admitted)</i>				100% after \$100 copay		100% after \$100 copay



Hearing Aids (children under 15 only, \$1000 per ear in 24 months)				90% after deductible		80% after deductible
<b>Benefits</b>				<b>Gold Plan</b>		
				<b>Participating</b>		<b>Non-Participating</b>
Home Health Care (Requires Pre-Certification) Nursing Home Care of Custodial Care is not covered)				100% after deductible		80% after deductible
Hospice Care (Outpatient)				100% after deductible		80% after deductible
Hospital Room & Board (and other inpatient services)				100% after deductible		80% after separate \$200 deductible per hospital stay
Hospice Facility				100% after deductible		80% after deductible
Infertility Services (Requires Pre-Certification)				Diagnosis covered 100% after deductible; Treatment covered, with limitations, 100% after deductible		Diagnosis covered at 80% after deductible; Treatment covered, with limitations, 80% after deductible
Inpatient Physician Visits				100% after deductible		80% after deductible
Inpatient Surgery				100% after deductible		80% after deductible
				100% after \$25 copay for first visit only		
Maternity/Pre-Natal Care						80% after deductible
Physician Office Visits				100% after \$25 copay		80% after deductible
Specialist Office Visits				100% after \$45 copay		80% after deductible
Mental Health Inpatient Outpatient				100% after deductible		80% after separate \$200 deductible per hospital stay
				100% after \$45 copay		80% after deductible
Alcohol and Drug Abuse Inpatient Treatment Inpatient Detoxification Inpatient Rehabilitation Outpatient Treatment Outpatient Detoxification				100% after deductible 100% after deductible 100% after deductible Covered 100% after \$45 copay		80% after separate \$200 deductible per hospital stay 80% after

						deductible 80% after deductible
				Covered 100% after \$45 copay		
Outpatient Cardiac Rehabilitation Therapy				100% after \$25 copay per visit		80% after deductible
Outpatient Surgery				100% after deductible		80% after deductible
Prosthetic Devices (Required Pre-Certification)				90% after deductible		80% after deductible
Routine Annual Physical Exams				Covered 100%		Not Covered
Routine Child and Well-Baby Care				Covered 100%		Not Covered
Immunizations (Except for Travel and/or Job Related)						
Over Age 12				Covered 100%		Not Covered
Under Age 12				Covered 100%		Not covered except for children under 12 months: 80% after deductible
<b>Benefits</b>				<b>Gold Plan</b>		
				<b>Participating</b>		<b>Non-Participating</b>
Routine Annual Gynecological Exams				Covered 100%		80% after deductible
Routine Annual Mammogram				Covered 100%		80% after deductible
Routine Colonoscopy				Covered 100%		Not Covered
Prostate Screening				Covered 100%		Not Covered
Routine Annual Eye Examinations				Covered 100%		Not Covered
Skilled Nursing Facility				100% after deductible (For up to 120 Days per Calendar Year; combined in and out-of-network)		80% after deductible (For up to 60 Days per Calendar Year; combined in and out-of-network)

Diabetic Self-Management Education (4 visits per year)				Covered 100%		Not Covered
				Therapy Services		Therapy Services
Chemotherapy				100% after deductible		80% after deductible
Radiation Therapy				100% after deductible		80% after deductible
Infusion Therapy				100% after \$25 copay per visit		80% after deductible
Occupational Therapy				100% after \$25 copay per visit		80% after deductible
Physical Therapy				100% after \$25 copay per visit		80% after deductible
Speech Therapy				100% after \$25 copay per visit		80% after deductible
Scalp Hair Protheses				90% after deductible		80% after deductible
Benefits				Gold Plan		
					Participating	Non-Participating
Nutritional Counseling (3 visits per year)				100% after \$25 copay per visit		Not Covered
Acupuncture				100% after \$25 copay per visit		80% after deductible
Biofeedback				100% after \$25 copay per visit		80% after deductible
Retail				\$5		N/A
30-Day Supply			Tier 1	\$25 for brand when no generic available \$35 for brand name when generic is available		N/A
			Tier 2			N/A
			Tier 3			N/A
Mail Order 90-Day Supply			Tier 1	\$5 \$25 for brand when no generic available \$35 for brand name when generic is available		N/A
			Tier 2			N/A
			Tier 3			N/A

MEMORANDUM OF AGREEMENT - A

*dates?*

THIS MEMORANDUM OF AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **THE TOWNSHIP OF EVESHAM** (“Evesham” or “Township”), a municipal corporation of the State of New Jersey with a principal place of business at 984 Tuckerton Road, Marlton, New Jersey, 08053; and the **EVESHAM FRATERNAL ORDER OF POLICE LODGE # 143** (“FOP 143”), the duly elected majority representative for all sworn full-time police personnel designated as patrolmen, and patrolmen assigned as detectives within the police department.

**WITNESSETH:**

**WHEREAS**, the Township and the FOP are signatories to a Collective Negotiations Agreement (“CNA”) which covers the period of time ranging from January 1, 2014 through December 31, 2017, and

**WHEREAS**, generally and subject to the modifications stated herein, the police force of the Township of Evesham currently works a schedule commonly known as the “Pitman”. A Pitman schedule is a schedule to utilizes a 28-day work cycle where employees are scheduled to work two-on, two-off, three-on, two-off, two-on, three-off, two-on, two-off, three-on, two-off two-on, three-off and repeat that schedule throughout the year. Each officers working a Pitman works 13 28-day cycles annually. The working of a Pitman schedule results in approximately 2184 working hours per year whereas the working of a set 8-hour work day/ 40-hour work week would result in 2080 hours worked per year by any given officer. A 2080 hour work year corresponds with the FLSA standard work year; and

**WHEREAS**, the police officers of the Township of Evesham covered under this CNA are assigned to patrol work in two separate groups or “sides”, with one side being off while the other side is working, and vice versa; and

**WHEREAS**, in addition to the 2184 scheduled working hours created by working a Pitman Schedule, said officers of the Township of Evesham are required to spend 16 hours annually at the range and receiving additional mandatory training, resulting in a 2200 scheduled working hour year annually, an amount which exceeds the 2080 hour FLSA standard work year by 120 hours. Officers working the extra 16 hours of mandatory annual range training shall be compensated for the extra hours with 16 hours of unscheduled time off (Compensatory Time) thereby reducing the hours imbalance by 16 hours resulting in an adjusted total of 104 hours; and

**WHEREAS**, the 13 twenty-eight day cycles worked by patrol will consume 364 days of a standard (non-leap) calendar year, resulting in an “extra work day” of 12 hours which will be scheduled to be worked by one “side” annually, meaning that one “side” will be scheduled to work 2196 hours annually, exceeding the 2080 hour FLSA standard work year by 116 hours annually. These officers scheduled to work the “extra day” will be given 12 hours of additional unscheduled time off (Compensatory Time) as compensation for the extra hours, thereby

---

reducing the hours imbalance by 12 hours and resulting in an adjusted total of 104 hours; and

**WHEREAS**, the remaining 104 “extra hours” scheduled to be worked by said officers assigned to patrol will result in scheduled time off (known as “adjustment time”) in order to balance out the remaining discrepancy between a typical 2080 hour work year and the work year created by working a Pitman schedule; and

**WHEREAS**, Canine Officers of the Evesham Township Police Department covered under this CNA work 286.5 hours beyond the 2080 FLSA standard when considering the 104 extra hours scheduled to be worked due to a Pitman schedule, together with the 182.5 hours

annually for which Canine Officers are compensated for their “at home” care of their canine partners. To accommodate for the discrepancy between the 2080 FLSA standard and the 2366.5 hours worked as described above, each Canine Officer works an 11 hour shift thereby reducing the hours imbalance by 182 hours and resulting in an adjusted total of 104.5 hours. Additionally, 8 hour (as opposed to the standard 11 hour) canine training days are factored in further reducing the annual imbalance of hours by 36 hours resulting in an adjusted total of 68.5 hours. Therefore, in order to meet the 2080 FLSA standard work year, 68.5 hours annually must be scheduled as “adjustment time” for each Canine Officer; and

**WHEREAS**, Canine Officers assigned to work the “extra calendar day” are given an additional 12 hours of Compensatory Time for that year; and

**WHEREAS**, the parties negotiated this issue during the current CNA negotiations and mutually reached a resolution and instead of including said terms set forth below in the CNA, the parties agreed to record the negotiated terms by and through this Memorandum in order to provide record notice of the Agreement which the parties have achieved:

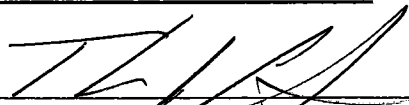
**NOW, THEREFORE**, the parties do hereby agree as follows:

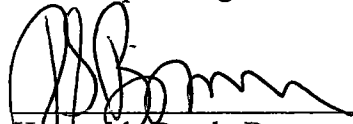
- ~~1. “Adjustment Time” in order to comply with the 2080 hour FLSA standard work year,~~  
and after factoring in the above described awarding of Compensatory Time and other schedule adjustments, officers covered under this CNA assigned to patrol will require an additional 104 hours of Adjustment Time to correct the imbalance between scheduled hours of work under the Pitman schedule and the FLSA standard work year of 2080 hours. Similarly, Canine Officers assigned to the Pitman schedule will require an additional 68.5 hours of Adjustment Time to correct the imbalance in their schedule.
2. On or about January 1, 2015, Police Chief Christopher Chew shall manage the aforementioned additional Adjustment Time as follows:

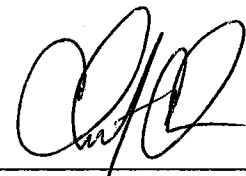
- a. Patrol Adjustment Time shall be assigned to the schedule in 12 hour blocks of time, in lieu of the current four (4) hour adjustments.
  - b. The chief of police, in his sole discretion, shall schedule the 12 hour blocks of Adjustment Time on officers' scheduled days of work, Sunday through Thursday, throughout the calendar year. There will be no scheduled Adjustment Time on Fridays or Saturdays.
  - c. After scheduling full 12 hour blocks of Adjustment Time, any remaining hours balance of Adjustment Time owed to an officer will be awarded to the officer as unscheduled time off (Compensatory Time).
  - d. If for any reason the chief of police determines that it is necessary for the efficient delivery of law enforcement service to the Township to modify and or revise the terms of this Memorandum of Agreement, the Chief of Police shall articulate the necessity to modify the terms and agrees to meet and negotiate with the FOP in good faith to reach a mutual resolution.
3. Notwithstanding the above, the terms of this Agreement shall be in full force and effect during the term of this CNA, 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 thereof.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals the day and year first above written.

**TOWNSHIP OF EVESHAM**

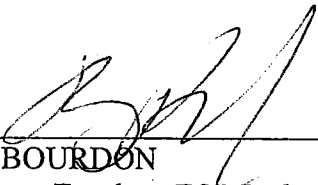
  
\_\_\_\_\_  
THOMAS CZERNIECKI,  
Township Manager

  
\_\_\_\_\_  
Honorable Randy Brown,  
Mayor

  
\_\_\_\_\_  
CHRISTOPHER CHEW,  
Chief of Police

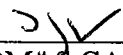
  
\_\_\_\_\_  
Mary Lou Bergh, Township Clerk

**EVESHAM FRATERNAL ORDER OF POLICE # 143**



---

RYAN BOURDON  
President – Evesham FOP Lodge 143



---

THOMAS CAPECCI  
CNA Committee Chair  
Evesham FOP 143



## **Memorandum of Agreement - B**

### **Traffic Unit**

- A. Pursuant to October 2013 Memorandum of Agreement between the Township, Chief of Police and FOP Lodge #143, a traffic unit was created consisting of approximately five (5) officers, but staffing levels are at the discretion of the Chief of Police.
- B. The unit will consist of two (2) shifts:
  - a. 6:00am to 2:00pm and
  - b. 12:00pm to 8:00pm
- C. Hours are subject to change at the discretion of the Chief of Police.
- D. Once per month, each officer assigned to this Unit shall work a Friday night dedicated to DWI Enforcement during the hours of 6:00pm to 2:00am, although hours are subject to change at the discretion of the Chief of Police.
- E. Officers assigned to this unit will be paid an annual pro-rated stipend as follows:
  - a. \$900.00 in 2014, \$950.00 in 2015, \$1,000.00 in 2016, and \$1050.00 in 2017 for those officers assigned to work 12:00pm to 8:00pm and;
  - b. \$350.00 in 2014, \$400.00 in 2015, \$450.00 in 2016, and \$500.00 in 2017 for those officers assigned to work 6:00am to 2:00pm.
  - c. Officers will not be entitled to shift differential set forth in Article XI (G) while assigned to this Unit.
- F. Officers assigned to this Unit will not be scheduled to work on the following Township holidays: New Year's Day, Easter Monday, Memorial Day, Labor Day, Thanksgiving, and Christmas Day.
- G. The Chief of Police has the sole discretion to establish the criteria/terms of the assignment in this Unit and the Chief may change, alter, postpone, or terminate the assignment to this Unit, as he deems necessary.

TOWNSHIP OF EVESHAM  
RESOLUTION NO. 388-2014

RATIFICATION OF THE EVESHAM TOWNSHIP  
FRATERNAL ORDER OF POLICE LODGE NO. 143 CONTRACT  
2014, 2015, 2016 and 2017

WHEREAS, the Patrolmen, Detectives and Corporals in the full time employ of the Evesham Township Police Department are organized as a collective negotiation unit called the Evesham Township Fraternal Order of Police Lodge No. 143; and

WHEREAS, representatives of the said negotiating unit have negotiated with the Township Manager a proposed contract, which contract contains provisions with respect to compensation and other conditions of employment; and

WHEREAS, the Township Council is authorized to enter into such a contract without public advertising for bids as provided by the Local Public Contracts Law; and

WHEREAS, the parties have negotiated an agreement and are desirous of entering into this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey as follows:

1. That the Township Council has agreed to the Township Manager's recommendation for contract settlement and authorizes the Mayor to execute the appropriate documents.

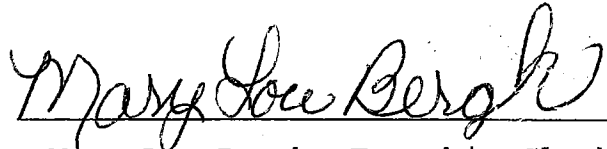
2. That the Township Council hereby ratifies the contract with the Evesham Township Fraternal Order of Police Lodge No. 143 for the term January 1, 2014 through December 31, 2017.

3. That all provisions of the said contract adopted hereinafter shall be construed consistent with and not as a waiver of any existing constitutional or statutory provisions.

4. That the Township Clerk and the Mayor are hereby authorized to execute, enseal and deliver said agreement on behalf of the Township.

5. Notice of this action shall be published as required by law.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, New Jersey 08053 on November 12, 2014.



Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
D' ANDREA			✓			
DIENNA		✓	✓			
HACKMAN	✓		✓			
ZEULI			✓			
MAYOR BROWN			✓			