

AGREEMENT

This agreement is made and entered into by the governing body of the Township of Florence, County of Burlington, State of New Jersey, herein referred to as the Township, and the Police Officer's Association, of the Township of Florence, County of Burlington, State of New Jersey, herein referred to as the Association, employee, or member. In consideration of the mutual promises contained herein, the following agreement is entered into:

DURATION OF CONTRACT - TERM AND RENEWAL

This Agreement shall have a term of six (6) years and shall bind the parties from January 01, 2005 through December 31 2010. If the parties have not executed a successor agreement by December 31, 2010, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

RECOGNITION

The Township herein recognizes the Police Officer's Association as the bargaining agent for the purpose of establishing salaries, wages, hours and all terms and conditions of employment eligible for negotiations for Patrolman or those members as may appropriately be covered by this Agreement such as those assigned to serve as a Detective.

NON - DISCRIMINATION

The Township and the Association agree that there shall be no discrimination against any of the members of the Police Officer's Association, because of their Race, Creed, Religion, Sex, Sexual Orientation, National Origin, or Political Affiliation. The members fully enjoy the promise and right to form, join, and assist any employee or organization without fear reprisal. They, likewise, enjoy the privilege and right to refrain from any such activity. All represented members understand that there shall be no such activity conducted during the employee's scheduled working hours, nor shall the employee represent that his or her participation in the above mentioned activities represents an expression of the mission, beliefs or values of the Township of Florence.

PRESERVATION OF RIGHTS

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

GENERAL PURPOSE

A) This Agreement is entered into in order to promote harmonious relations between the Township and the Association, in the best interest of the residents of the Township of Florence, County of Burlington, State of New Jersey, to establish an orderly and peaceful procedure to settle differences which might arise

and to set fourth a full agreement between parties, establishment of pay, hours of work, and all terms and conditions of employment eligible for negotiations.

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

SEPARABILITY AND SAVING

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

CEREMONIAL ACTIVITIES

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

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

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

BULLETIN BOARD

The Township agrees to supply the Association and the Police Department at least two (2) bulletin boards, to be placed in the Police Department Headquarters. These bulletin boards are for the exclusive use and the posting of notices of meetings and other official business of the Police Officer's Association and the Police Department.

ASSOCIATION - AGENCY SHOP

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

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

RIGHTS AND PRIVILEGE OF THE ASSOCIATION

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

DISCIPLINARY ACTION

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

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

GRIEVANCE PROCEDURE

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

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

The procedure for settlement of grievance shall be as follows:

STEP #1.

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

STEP #2.

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

STEP #3.

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

STEP #4.

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

STEP #5.

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

STEP #6.

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

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance, or the governing body's decision to not allow the complainant the opportunity to be heard.

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

INSURANCE

Effective February 1, 2002, the Township of Florence entered into the State Health Benefits Plan. Employee co-pays shall be those set forth within the State Health Benefits Plan as prescribed on February 1, 2002.

A) In addition to the coverage of the State Health Benefits Plan, it is agreed that the following provisions are part of this agreement:

1. Florence Township can withdraw from the State Health Benefits Plan so long as a minimum of sixty (60) days notice is provided to the Employees and the Union.
2. Florence Township can withdraw from the State Health Benefits Plan and join another program so long as the benefits are equivalent to or better than the plan which was in place immediately prior to joining the State Health Benefits Plan.
3. The co-pay levels are currently set by the State of New Jersey. Both the Township and the Association agree to abide by the State's co-pay requirements for the period Florence Township is a member of the State Health Benefits Plan.
4. In year five (5) of this agreement (C.Y. 2009) the P.O.A. agrees that the co-pay can be increased up to \$25.00 per unit member. The coverage requirements of any plan change are

as described above under this section of the contract. The change in the potential co-pay does not apply to the Delta Dental Plan

B) There shall be established a dental services plan with benefits equal to or better than the level of benefits provided by the Delta Dental Plan of New Jersey, Inc. - Program III:A. The Township shall provide a total of Thirty thousand Dollars (\$30,000) with an increase of Eight Hundred Fifty dollars (\$850.00) per new officer covered by this Agreement, towards premium payments for the duration of the Agreement.

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

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

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

F) The Township agrees to provide the same primary medical insurance and prescription plan listed in part A of this section, if an employee becomes physically disabled in the line of duty and receives an "accidental disability" retirement from the POLICE and FIRE RETIREMENT SYSTEM. These benefits do not apply to any claims pertaining to mental incapacity. The medical benefits will cover the employee, the employee's spouse and unmarried dependents under the age of 18 or under the age of 23 if a full time matriculated student at an accredited college or university. Should the employee or the employee's spouse obtain coverage equal to or better than that which is afforded by Florence Township under this section, the employee agrees to terminate the coverage supplied by the Township. If the employee accepts any type of employment after leaving Florence Township, while disabled, and earns more than twenty-five percent (25%) of his annual Police & Firemen's Retirement System premium or ten thousand dollars (\$10,000), whichever is greater; then medical coverage will cease thirty (30) days after the starting date of the new employment.

INJURY LEAVE

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

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

PERSONNEL FILES

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

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

PERSONNEL FILE: To be maintained by the Township Personnel File Clerk and may contain the following:

- a. Employee application
- b. Payroll and attendance records
- c. Training and/or special school resume
- d. Assignment and promotion records
- e. Awards and accommodations
- f. Accompanying Civil Service forms as required by the Department of Personnel, Administrative Law or practice
- g. Sustained disciplinary actions with penalties – dispositions only.

Access: Accessible to the public consistent with the practices and dictates of the Open Public Records Act. (Copies of training files may be maintained by police personnel for the purposes of training, assessment, scheduling and discovery practices).

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

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

Access: This information is restricted and available on a “need to know” basis only. Upon one day advance notice to the Chief of Police the member covered by this agreement may review the contents of his/her confidential file. The appointment for an employee to review his/her file will be made with the Chief of Police at a mutually agreeable time and date. Upon written request, the member covered under this agreement is entitled to receive one complete copy of the confidential file to be provided at no cost said member. This copy is to be provided within seven (7) days of making such a request.

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

- a. Citizen complaint forms
- b. Supervisory investigative/complaint forms
- c. Statements arising out of Internal Affairs Investigations
- d. Internal Affairs Investigation reports
- e. Inter- agency correspondence
- f. Findings and recommendations

- g. Supporting documentation and information associated with sustained disciplinary actions and the related penalties levied.

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

NOTIFICATION OF ACCUMULATIVE TIME

Each employee may request to be supplied with written certification from the Township, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer. Request must be in writing and the Township shall have forty-eight (48) hours with which to respond.

Each employee shall be supplied with a written certification from the Township, which shall state the number of accumulated vacation days, sick days, personal days and any other time which is available to the officer. This shall be posted on the Police Bulletin board by the fifteenth (15th) day of each month.

SICK LEAVE

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

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

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

D) If a police officer does not use any sick days within one (1) calendar year, then Florence Township shall provide that employee with a Five-hundred dollar (\$500.00) United States Saving Bond annually or a cash amount of \$300.00 in C.Y. 2005; \$325.00 in C.Y. 2006; \$350.00 in C.Y. 2007; \$375.00 in C.Y. 2008; \$400.00 in C.Y. 2009 and \$425.00 in C.Y. 2010.

ADDITIONAL SICK LEAVE

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

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

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

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

BEREAVEMENT LEAVE

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

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

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

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

RETIREMENT

ACCUMULATED SICK LEAVE PAYMENT:

The Township agrees to pay each employee upon retirement, fifty percent (50%) of the total sum of his accumulated sick leave, not to exceed the following amounts in the calendar year of retirement and during the term of this contract.

\$18,825	2005
\$19,025	2006
\$19,325	2007
\$19,525	2008
\$19,825	2009
\$20,025	2010

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

LUNCH BREAK

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

REPLACEMENT OF DAMAGED OR LOST PERSONAL PROPERTY

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

HOLIDAYS

The Township of Florence shall recognize the following days as holidays for the purposes of computing paid holiday compensation for the first half of C.Y. 2005 (January 01 through June 30, 2005):

NEW YEARS DAY, MARTIN L. KING BIRTHDAY, PRESIDENTS DAY, GOOD FRIDAY, EASTER SUNDAY, MEMORIAL DAY.

PERSONAL DAYS

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

VACATIONS

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

Date of Hire through end of 1 st year.....	12 days
Beginning of 2 nd Year through 7 th Year.....	12 days
Beginning of 8 th Year through 14 th Year.....	15 days
Beginning of 15 th Year through 20 th Year.....	20 days
Beginning of 21 st Year through retirement.....	25 days

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

C) When in any calendar year the vacation time of an employee has not been exhausted, the employee may carry a maximum of six (6) days into the next succeeding year only.

D) When a vacation day is taken in conjunction with an employee’s regular scheduled days off, those days off shall be treated as part of and an extension of the employee’s vacation. If the employee is ordered into work on the days in conjunction with vacation day, he/she will receive the overtime rate specified in Section D of Normal and Overtime Worked, contained in this agreement.

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

PAY RATE

A) “DATE OF EMPLOYMENT” - shall be considered herein as the date the employee began his employment, and receiving wages from the Township.

B) The initial rate shall be paid from day one (1) through the date of graduation from the Police Academy. The first increment shall commence on the day immediately following graduation from the Police Academy and shall run until the one (1) year anniversary date of the day of hire. The second (2 nd.) increment shall begin on the day immediately following the employee's first (1 st.) year employment anniversary date and shall be maintained for one (1) full year. The third (3 rd.) increment shall begin on the day immediately following the employee's second (2 nd.) year employment anniversary date and shall be maintained for one (1) full year. The fourth (4 th.) increment, shall begin on the day immediately following the employee's third (3 rd.) year employment anniversary date and shall be maintained for one (1) full year.

One (1) year after the start of the payment of the fourth (4th) increment, the employee shall be elevated in pay to the fifth (5th) increment. This increment shall run for a period of six (6) months, after which the employee shall be elevated in pay to the sixth (6th) step.

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

D) If a Patrolman works as acting Sergeant or shift supervisor, he shall receive the initial rate for the rank of Sergeant. If the employee works in that capacity for more than six (6) months, he shall receive the final increment for the rank of Sergeant until he no longer holds that status. (REVISED 3/3/99)

DETECTIVE DIVISION

Any member assigned to the Detective Division, shall for the period assigned to that Division, receive five percent (5%) of his base salary, in addition to his regular wages and overtime. This stipend is to be paid on a bi-yearly basis.

NORMAL AND OVERTIME WORKED

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

B) If an employee is called to work early or requested or ordered to stay past the normal departure time, this will be considered overtime. He will receive one and one half (1 ½) times his normal rate of pay, (Time and One Half), regardless of the number of hours actually worked during the regular payroll period.

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

D) If an employee is called into work at a time other than he would normally be scheduled, he is to receive a rate of one and one half (1 1/2) times his/her rate of pay, (Time and One Half), for the hours worked. He will be guaranteed a minimum of two hours pay at a rate of one and one half (1 ½) times his/her rate of pay, (Time and One Half) unless this overtime is continuous to the employee's regular scheduled shift in which case the employee shall receive the overtime rate for the time actually worked in excess of the regularly scheduled shift.

E) If an employee reports off sick for a scheduled shift on any of the below listed days, the employee must see a doctor on that day and present a doctor's certificate indicating the employee was seen on that date and the nature of the illness. If an employee reports off sick on any of the below listed days, and does not see a doctor on that day and provide a doctor's certificate, the employee shall be docked one (1) days pay. The days are as follows:

New Years Day, Martin Luther King Birthday, Presidents Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day,

Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day. The holiday is the day on which it is celebrated.

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

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

H) All Vacation, Sick, and Personal day leave shall be considered a working shift, regardless of the employee's shift assignment.

I) Firearms qualification taking place outside the employee's regular work schedule shall be compensated at the rate of time and one-half (1 ½) the regular hourly rate, in either pay or compensatory time. This is at the employee's option.

PAYMENT FOR COURT TIME

A) If an employee is required to appear in court, at a time other than he would normally be scheduled, he shall receive a rate of one and one half (1 ½) times his/her rate of pay,(Time and One Half), for each hour that he is required to be present in court. He will be guaranteed a minimum of two hours pay at a rate of one and one half (1 ½) times his/her rate of pay, (Time and One Half). The employer has option to work the employee the full two (2) hours when court is completed in less than two (2) hours.

B) Court payment will be included in the member's weekly paycheck, for that pay period. The Township of Florence agrees to establish a schedule so that all court dates for police officers fall on a selected court night. No more than two (2) court dates per month will be scheduled for each officer. In cases that involve extenuating circumstances, the presiding judge can require an officer to attend a third court. This section does not apply to special courts held during the year.

The scheduled court dates for all police officers shall be as follows: All officers with even badge numbers shall be available for the first and second court dates of each month. All officers with odd badge numbers shall be available for the second and third court dates of each month.

LONGEVITY

A) The following longevity benefit shall be implemented for all employees covered by this Agreement;

Beginning of the 4th year through 9th year of service.....1%
 Beginning of the 10th year through 14th year of service...2%
 Beginning of the 15th year through 19th year of service...3%
 Beginning of the 20th year of service through retirement...4%

B) The percentage of longevity entitlement shall be calculated on the respective employee's years of service with the Department at his/her current rate of pay. It shall be paid during the first (1st) pay period of December, for each year, in one (1) lump sum installment.

C) Longevity shall be added to the employee's annual pay and divided by 2080 hours, the number of hours scheduled to work in a year, to determine his/her hourly overtime rate.

REIMBURSEMENT OF EXPENSES

A) The Township agrees to reimburse an employee for the use of his personal vehicle, at twenty-five cents (\$.25) per mile, if used in the performance of his duties, educational seminars, and/or training, with proper authorization.

B) The Township agrees to reimburse an employee while on reassignment or temporary additional duty, for expenses concerning meals and lodging. Reimbursement for meals is not to exceed **ten dollars (\$10.00)** per meal and lodging expenses are not to exceed **sixty dollars (\$60.00)** per day. Receipts must be provided.

CLOTHING ALLOWANCE

A). The Township agrees to increase the amount of the uniform maintenance and purchased allowance by the same percentage for each year of the contract as the percentage increase in the base rate of pay for that year of the contract. For the term of this contract, the amounts shall be:

\$1,763.00	2005	(4%)
\$1,834.00	2006	(4%)
\$1,907.00	2007	(4%)
\$1,983.00	2008	(4%)
\$2,062.00	2009	(4%)
\$2,144.00	2010	(4%)

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

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

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

TUITION REIMBURSEMENT

The below listed reimbursement schedule shall only be for courses in a degree in Criminal Justice or Law Enforcement, in which the employee attains a grade of "C" or better, as listed on his/her official transcript and shall be made after presentation of the transcript and receipt of payment for the classes to be reimbursed. The Township agrees to reimburse unit members as follows:

- In C.Y. 2005-** One Thousand Dollars (\$1,000.00) per employee in each contract year as an educational reimbursement;
- In C.Y. 2006-** One Thousand and Fifty Dollars (\$1,050.00) per employee in each contract year as an educational reimbursement
- In C.Y. 2007-** One Thousand One Hundred Dollars (\$1,100.00) per employee in each contract year as an educational reimbursement;
- In C.Y. 2008-** One Thousand One Hundred and Fifty Dollars (\$1,150.00) per employee in each contract year as an educational reimbursement;
- In C.Y. 2009-** One Thousand Two Hundred Dollars (\$1,200.00) per employee in each contract year as an educational reimbursement; and,
- In C.Y. 2010-** One Thousand Two Hundred Fifty Dollars (\$1,250.00), per employee in each contract year as an educational reimbursement.

EMT DESIGNATION

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

2005	\$375.00
2006	\$400.00
2007	\$425.00
2008	\$450.00
2009	\$475.00
2010	\$500.00

FUNERAL EXPENSES

In the event that an active member of the Florence Township Police Department who is covered by this contract should die in the line of duty, the Township shall pay up to Six Thousand Dollars (\$6,000.00) toward the payment of all necessary funeral expenses.

NOTICE OF SCHEDULE CHANGE

- A) When it is necessary to change an employee from his regularly scheduled shift assignment/day to another shift, the Township agrees to give the employee a minimum of seven (7) days notice, if the notice is given in less than seven (7) days he shall be paid at a rate of one and a half times his regular rate of pay, during that period that he works other than his regularly scheduled shift/day. This does not prevent the employee from volunteering to change his shift/day, at which time he shall be paid the regular rate.
- B) The Township agrees that before January 1st of each year, a schedule will be posted and made available to the employees, showing the days and hours of work for each employee, from January 1st through the following January.
- C) The Township agrees to allow for no more than Four (4) shift assignment changes within a Twenty Eight (28) day work cycle. After which the overtime rate must be paid. This limitation does not apply to those shift / day changes which are undertaken on a voluntary basis at which time the employee shall be paid at the regular rate. Nor does this provision apply to those employees

serving in the capacity of detective or officers who have their shift changed for the purpose of attending an organized school.

D) Shift switches referred to in paragraph A, B & C shall only be allowed on the same calendar day.

TWELVE (12) HOUR SCHEDULE

The Florence Township Police Officer's Association and the Township of Florence do hereby agree that all matters pertinent to the scheduling of work hours will be based on a twelve hour (12) work day. The Association and the Township agree to the following hours and schedule:

1) The schedule consists of five (5) shifts with the following start and end times.

Shift #1 0730 Hours to 1930 Hours (12)

Shift #2 1930 Hours to 0730 Hours (12)

Shift #3 1500 Hours to 0300 Hours (12)

Shift #4 0800 Hours to 1800 Hours (10) for unit members assigned to serve as Detectives.

Shift #5 1200 Hours to Midnight (12)

2) Training outside the regular work schedule shall be compensated at the rate of time and one-half (1½) unless the employee voluntarily agrees to adjust his regularly scheduled shift to attend the training.

3) Sick days, Personal days, and Vacation days will be computed on a "day for a day" basis.

4) The Township agrees not to change an officer's schedule so as to force him to work on any regular scheduled three day (3) week-end, where he would not have been scheduled to work. This does not forbid the officer from agreeing to a schedule change affecting the above if he so desires, nor does it prevent him from volunteering to work overtime during that period. The Association understands that due to the nature of police work, exigent circumstances may occasionally necessitate an officer to be scheduled to work either through shift adjustment or scheduled overtime.

5) No officer will be required to attend training after working the evening/night shift (Shift #2). This does not prevent any officer from volunteering should (s)he choose to attend training.

PATROLMAN SALARY

A) Consistent with the terms of this agreement, The Township of Florence agrees to provide the unit members covered by this agreement with the following salary increases:

Effective January 01, 2005, increase all unit members base salary by Two Percent (2%). On July 01, 2005 add an additional Two percent (2%) then add Twenty Four Hundred Dollars (\$2,400.00) to the applicable unit members base salary (as a partial holiday roll-in).

Effective January 01, 2006, add Twenty Four Hundred Dollars (\$2,400.00) to each of the applicable unit members base salary (partial holiday roll-in), then increase all unit members base salary by Two Percent (2%). Effective July 01, 2006, increase all unit members base salary by an additional Two Percent (2%).

Starting on January 01, 2007, increase all unit members' base salaries by Two Percent (2%) every January 01, and July 01 throughout the duration of this agreement.

The rate of the pay raises afforded under this agreement shall be listed in and appropriately adopted by salary ordinance.

**SALARY SCHEDULES 2005
THROUGH
2010**

(Schedules are detailed on the next four pages)

B) The salary ranges that follow are hereby established for all employees hired prior to January 1, 2003:

	<u>ACADEMY</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>HOLIDAY STEP</u>
2005						
January	33,308	40,595	47,881	55,169	62,458	
July	33,974	41,407	48,838	56,272	63,707	66,107
2006						
January	34,654	42,235	49,815	57,398	64,981	69,877
July	35,347	43,080	50,812	58,546	66,281	71,274
2007						
January	36,054	43,941	51,828	59,716	67,606	72,700
July	36,775	44,820	52,864	60,911	68,958	74,154
2008						
January	37,510	45,717	53,922	62,129	70,337	75,637
July	38,261	46,631	55,000	63,372	71,744	77,150
2009						
January	39,026	47,563	56,100	64,639	73,179	78,693
July	39,806	48,515	57,222	65,932	74,643	80,267
2010						
January	40,602	49,485	58,366	67,250	76,136	81,872
July	41,414	50,475	59,534	68,595	77,658	83,509

C) Effective six months (6) after the unit member achieves his/her 4th STEP (top) increment (as appropriate and consistent with the above salary schedule), said unit member will be entitled to receive a "Top Step" (or 5th.) increment that is equal to the corresponding STEP amounts in the years as indicated in Section "A" above. This "Top Step" increment plus Holiday Roll-In is paid in lieu of all holiday pay premiums for all regular hours worked (excluding overtime hours worked) on all of the named Holidays and observances as listed in the above section titled "Holidays". This newly computed "Top Step" dollar amount will serve as the unit members' new base salary for the purposes of computing overtime and for pension reporting purposes.

D) The following ranges of salary are hereby established for all employees hired after January 1, 2003:

	<u>ACADEMY</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>HOLIDAY STEP</u>
2005							
January	33,308	38,165	43,023	47,881	55,169	62,458	
July	33,974	38,929	43,883	48,838	56,272	63,707	66,107
2006							
January	34,654	39,707	44,761	49,815	57,398	64,981	69,877
July	35,347	40,501	45,656	50,812	58,546	66,281	71,274
2007							
January	36,054	41,311	46,569	51,828	59,716	67,606	72,700
July	36,775	42,138	47,500	52,864	60,911	68,958	74,154
2008							
January	37,510	42,980	48,450	53,922	62,129	70,337	75,637
July	38,261	43,840	49,419	55,000	63,372	71,744	77,150
2009							
January	39,026	44,717	50,408	56,100	64,639	73,179	78,693
July	39,806	45,611	51,416	57,222	65,932	74,643	80,267
2010							
January	40,602	46,523	52,444	58,366	67,250	76,136	81,872
July	41,414	47,454	53,493	59,534	68,595	77,658	83,509

E) Effective six months (6) after the unit member achieves his/her 5th STEP (top) increment (as appropriate and consistent with the above salary schedule), said unit member will be entitled to receive a "Top Step" (or 6th.) increment that is equal to the corresponding STEP amounts in the years as indicated in Section "A" above. This "Top Step" increment plus Holiday Roll-In is paid in lieu of all holiday pay premiums for all regular hours worked (excluding overtime hours worked) on all of the named Holidays and observances as listed in the above section titled "Holidays". This newly computed "Top Step" dollar amount will serve as the unit members' new base salary for the purposes of computing overtime and for pension reporting purposes.

AGREEMENT AND AUTHORIZATION PAGE

This Agreement, made and entered into, on this _____ day of _____ 2005, between the Township of Florence, County of Burlington, State of New Jersey, and the Police Officer’s Association, of the Township of Florence, County of Burlington, State of New Jersey, is hereby signed and shall be enacted upon the effective date(s) contained within.

MAYOR

ASSOCIATION PRESIDENT

TOWNSHIP ADMINISTRATOR

ASSOCIATION REPRESENTATIVE

COUNCIL PRESIDENT

ASSOCIATION REPRESENTATIVE

ASSOCIATION REPRESENTATIVE

ATTORNEY FOR THE ASSOCIATION

