

AGREEMENT

TOWNSHIP OF EVESHAM



AND

EVESHAM TOWNSHIP FOP 143A



REPRESENTING
EVESHAM TOWNSHIP POLICE DEPARTMENT
SERGEANTS AND CORPORALS

January 1, 2018 through December 31, 2022

INDEX

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
	PREAMBLE	3
I	RECOGNITION	3
II	MAINTENANCE OF OPERATIONS	3
III	MANAGEMENT RIGHTS	4
IV	HOURS, OVERTIME AND PER DIEM	4
V	COURT PAY	5
VI	REIMBURSEMENT FOR EXPENSES	5
VII	VACATIONS	6
VIII	HOLIDAYS	7
IX	LEAVE OF ABSENCE/INJURY/BEREAVEMENT/ MILITARY LEAVE	7
X	HEALTH AND WELFARE	10
XI	CLOTHING ALLOWANCE	11
XII	SALARIES AND WAGES	12
XIII	SICK LEAVE BENEFITS/MATERNITY LEAVE	13
XIV	EDUCATION	16
XV	PAYMENT AT HIGHER RANK	16
XVI	GRIEVANCE PROCEDURE	17
XVII	TERM AND RENEWAL	19
XVIII	RETROACTIVITY	19
XIX	FULLY BARGAINED PROVISIONS	19
	APPENDIX A	20
	SIGNATORIES	22

PREAMBLE

THIS AGREEMENT, entered into this 5 day of February, 2020, by and between the Township of Evesham, in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter called the "Township"), and the Evesham Township Fraternal Order of Police 143A (hereinafter call the "FOP 143A") , represents the complete and final understanding on all issues between the Township and the Employee 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 FOP 143A as the exclusive collective bargaining agent for all sworn police personnel at the rank of Corporal and Sergeant, who are full-time, paid employees within the Police Department.
- B. Full-time, paid employees within the Police Department includes all sworn police personnel at the rank of Corporal and Sergeant performing police work during a normal working week as that term is defined in Article IV of this contract.
- C. This contract shall not cover persons who, by reason of their duties, are excluded by law from public employee collective bargaining.

ARTICLE II
MAINTENANCE OF OPERATIONS

It shall be the mutual objective of the FOP 143A and the Township to provide for the uninterrupted public safety protection of the general public.

The FOP 143A agrees that, during the term of this Agreement, neither the FOP 143A, 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 143A agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The FOP 143A will actively discourage any strike, work stoppage, slowdown, walkout or other job action that may adversely impact up 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 the FOP 143A unless obligated to do so by operation of law.

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 and facilities and the activities of its employees; and
 2. To hire all employees and, subject to the provision of the 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 New Jersey and of the United States.

ARTICLE IV
HOURS, OVERTIME AND PER DIEM

- A. The normal working schedule shall consist of an average of forty (40) scheduled working hours per week or 2080 hours scheduled annually
- B. 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 (1 ½) hours. There shall be an established overtime list which shall be formulated by the Chief of Police or his designee and shall be posted in a conspicuous location.
- C. In the event a work schedule is utilized which exceeds 40 hours in any 7-day week and/or 2080 hours annually, Appendix A of this Agreement, pertaining to

"Adjustment Time," shall govern.

- D. In the event either party requested modification, good faith negotiations must occur between FOP 143A and the Township prior to implementation.

ARTICLE V
COURT PAY

- A. **COURT PREPARATION FEE**: If an employee is required as a result of his or her duties to appear in any Court other than during regularly scheduled duty hours, he shall be compensated at the rate of 1 ½ times the normal rate of base pay for the time actually spent in court or a minimum of three hours of overtime (whichever is greater). This does not apply to members who are in court as a result of litigation they initiated against the Township.
- B. Whenever an officer working an overnight shift is scheduled to appear in day court (which begins at 8:00a.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 conclusion of their shift to the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

ARTICLE VI
REIMBURSEMENT FOR EXPENSES

- A. Based upon presentation of appropriate vouchers and receipts, Township agrees to pay the following for authorized overnight schools, conferences or seminars for which facilities are not provided.
 - 1. The Township will pay the actual cost expended for meals during these overnight schools, conferences or seminars to a maximum per diem rate as follows:

Breakfast	\$5.00 per day
Lunch	\$10.00 per day
Dinner	\$15.00 per day
 - 2. The Township will also provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.
- B. In the event any member of the FOP 143A is authorized to use his personal automobile for Township or Police business, whether or not the trip involves an overnight stay, he shall be reimbursed at the IRS mileage reimbursement rate, upon submitted vouchers and other appropriate records to the Chief of Police.

ARTICLE VII
VACATIONS

A. Annual vacation leave with pay shall be earned at the rate as follows:

Step 1 – during the first sixty (60) months next following the date of hire, 144 hours.

Step 2 – from the beginning of the sixth (6th) year through the tenth (10th) year of service, 168 hours.

Step 3 – from the beginning of the eleventh (11th) year through the nineteenth (19th) year of service, 184 hours.

Step 4 – from the beginning of the twentieth (20th) year and every year thereafter, 224 hours.

Effective January 1, 2020, all employees that were promoted to the rank of sergeant or corporal prior to January 1, 2020 shall earn vacation leave for Steps 3 and 4 of the vacation schedule as follows:

Step 3 – from the beginning of the eleventh (11th) year through the nineteenth (19th) year of service, 196 hours.

Step 4 – from the beginning of the twentieth (20th) year and every year thereafter, 236 hours.

- B. A member can utilize vacation time as of the first of each year but shall reimburse or otherwise make whole the Township for vacation time taken but not yet accrued if the member retires, resigns or is separated from service.
- C. Upon retirement or termination other than for disciplinary reasons, accrued and unused vacation leave can be returned for payment at the employee's current pay rate with a maximum of thirty (30) days. Vacation is accrued on a current basis and is therefore prorated when the member leaves the employment of the Township. Members terminating employment, as a result of disciplinary action shall not be entitled to compensation associated with accrued unused vacation leave.
- D. Only one year's worth of annual unused vacation leave shall be carried into the succeeding year.
- E. The Township may, with the member's consent, agree in writing to "buy-back" or purchase accrued vacation leave which shall relieve the officer of his right to exercise such leave in consideration of the payment.

- F. Vacation leave shall be granted based upon a predetermined number of “scheduled working hours”. For the purposes of this agreement, scheduled working hours shall be on scheduled work shifts for the member requesting such leave.
- G. Effective with the signing of this Agreement, any FOP member who is promoted and therefore covered by the terms of this contract shall retain their existing leave time schedule, which was in effect at the time of their promotion.

ARTICLE VIII

HOLIDAYS

- A. Members who work regular business hours and are not assigned to patrol duties will be off on township holidays, subject to normal recall requirements and procedures.

ARTICLE IX

LEAVE OF ABSENCE

- A. **LEAVE OF ABSENCE WITHOUT PAY:** The Township Manager may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue, or be available, during said leave. The only exception to this rule shall be health benefits in the event the 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 a rate of pay at which he left.

During a leave of absence under this provision, 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.

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.

During any approved leave of absence, the employee shall be required to continue making his or her health insurance premium contribution as set forth in Section X.A.4 of this agreement.

- B. **INJURY IN THE LINE OF DUTY – PURPOSE:** The desire to provide some measure of

security for police officers injured in the line of duty while foreclosing unlimited liability on the part of the municipality to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.

- C. INJURY IN THE LINE OF DUTY – DEFINED: 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 worker’s compensation insurance carrier or the Worker’s Compensation Court (in a contested matter) with respect to whether an injury occurred while “in the course of employment” pursuant to N.J.S. 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 – While any police officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary worker’s compensation benefits, such officer shall also receive supplemental payments by the Township of Evesham equal to the difference between such benefits and the officer’s regular rate of pay. Once begun, the Township’s duty to sustain an officer at this regular pay shall continue until terminated as hereinafter set forth.
2. Termination of Township’s Duty to Supplement Pay – The Township’s duty to supplement an officer’s worker’s 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 worker’s 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 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 is not 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 of appeal shall 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, unless precluded by N.J.S.A. 52:17B-243.
3. Notwithstanding the above, the Township will not supplement workmen's compensation benefits for a period longer than one (1) year.

D. BEREAVEMENT LEAVE:

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

- 1. Six consecutive work days, one of which shall be the day of the funeral or the day of death, for death of spouse, children, stepchildren, parents, stepparents, legally adopted children, brother, sister and stepsiblings. 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 (or step-grandchildren), mother-in-law, father-in-law, brother-in-law and sister-in-law.
- 3. One day following the death of an Aunt or Uncle.

E. MILITARY LEAVE

- 1. An employee who is a member of the National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such field training. This leave shall be in addition to the annual vacation leave. The Township shall pay the difference between military pay and the employee's regular pay for the period of field training.
- 2. Employees subject to military duty shall be entitled to all rights and privileges in accordance with applicable state and federal statutes.

ARTICLE X
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 covered 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. The medical insurance plan provided to the FOP 143A will be the Gold Plan under the Township's Self-Insured Health Insurance Fund as is in 2017. This Plan shall remain the standard Plan through the duration of this contract/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.
 3. 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.
 4. 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.
- B. **PRESCRIPTION DRUG INSURANCE:** Co pay shall be as required by the plans offered by the Township. Any changes shall conform to sub-section (A.1).
- C. **VISION REIMBURSEMENT PLAN:** The Township shall provide a Vision Reimbursement 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 worker's 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 143A from civil liability for false arrest.
- 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 143A, or their representatives, when and if requested.

ARTICLE XI
CLOTHING ALLOWANCE

- A. CLOTHING ALLOWANCE – In the event that the Township, in its discretion, utilizes non-uniformed officers during the term of this Agreement, the Township shall pay to each non-uniformed member the sum of \$1,450 each year at the first pay 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 Investigative Bureau. Personnel assigned to the Investigative Bureau after January 1st of any year shall receive a clothing allowance pro-rated.
- B. CLOTHING MAINTAINANCE - 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 full uniforms per week. Non-uniformed assigned members shall be entitled to dry cleaning service not to exceed two full business suits per week or equivalent number of items.
- 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. All canine handlers will be scheduled off a total of 182 hours per calendar year. All schedule adjustments will be made by the Chief of Police.

- D. ON-CALL COMPENSATION – If the Township, in its discretion, assigns an officer to the position of Investigative Bureau Supervisor, and the Investigative Bureau Supervisor is mandated by the Chief of Police to be on on-call duty for the calendar year, the Investigative Bureau Supervisor shall receive annual compensation with respect to on-call duty in the amount of \$1,600. In the event that a supervisor should be assigned out of the investigative bureau, the said standby compensation shall be prorated for the portion of the year that the member was assigned to the Investigative Bureau. The said payments shall be made on or about the first pay period in December of each year.

ARTICLE XII
SALARIES AND WAGES

- A. Members shall receive annual base salary in accordance with the following salary scale:

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Sergeant	\$127,583.64	\$130,135.31	\$135,593.49	\$138,779.94	\$142,041.27
Corporal	\$121,775.76	\$124,211.28	\$129,530.24	\$132,574.20	\$135,689.69

The 2020 salaries referenced above include an agreed upon \$2,400.00 “roll-in” to base pay of the sick time buy back provision that was contained in Article XIII, Section A, Subsections 1-4 of the parties’ collective bargaining agreement that was in effect January 1, 2014 through December 31, 2017. The equivalent hours of sick time for each employee shall be credited against their respective sick leave banks effective January 1, 2020, and the sick time buy back provision previously contain in Article XIII, Section A, Subsections 1-4 shall become null and void effective upon the signing of this successor Agreement and shall not be included in the text hereof.

- B. For employees who are promoted to the rank of sergeant or corporal and shall become covered by this agreement at any point after January 1, 2020, the annual base salary shall be pursuant to the schedule below with Step 1 being the employee’s first year in rank. Employees shall progress through the step schedule moving up one (1) step every January 1 of the Agreement.

If, at any point during the term of this Agreement, the top pay for Patrol Officers is greater than Step 1 below, employees who are promoted to the rank of sergeant or corporal shall receive an annual salary of the Patrol Officer top rate pay plus \$500.00. The promoted officer shall then progress to the next higher step on the January 1st following the promotion.

	2018	2019	2020	2021	2022
Step 1	123,000.00	\$123,000.00	123,000.00	123,000.00	123,000.00

Step 2		126,690.00	126,690.00	126,690.00	126,690.00
Step 3			130,490.70	130,490.70	130,490.70
Step 4				134,405.42	134,405.42
Step 5					138,437.58

If an employee's promotional rate at Step 1 is less than a 3.0% increase over the individual's patrolman rate, the individual shall be promoted directly to Step 2.

If any employee holding the rank of corporal prior to January 1, 2020 is subsequently promoted to sergeant, the employee shall receive sergeant's pay in accordance with Section A of this Article and shall not be subject to the step schedule in Section B.

C. **SHIFT DIFFERENTIAL:**

1. Fixed Shift – In the event the Township utilizes 8.5-hour shift intervals, a shift differential will be paid at the following rates: six percent (6%) for the evening shift. Eight percent (8%) for the overnight shift.
2. Rotating Monthly Shift – In the event the Township institutes a rotating shift schedule requiring members to work an alternating shift based on a 28-day schedule cycle, there shall be a flat shift differential payment to every officer assigned to the 28-day cycle as follows: \$2,800 annually for the life of the Agreement.
3. Shift Differential shall be paid in the first paycheck of December of each year.

D. **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 union will meet to discuss a mutually agreed upon method for the distribution of the annual salary that is compatible with the Township's payroll system/program.

ARTICLE XIII
SICK LEAVE BENEFITS

A. Members of FOP 143A shall be entitled to sick leave totaling 120 hours per year which shall begin accruing on January first (1st) of each year at a rate of 10 hours per month.

Subsections 1 – 4 of this Article were eliminated effective January 1, 2020 in accordance with Article VII (A) above.

B. Sick leave will be cumulative from year to year without limit.

- C. The Chief of Police shall have the right to require such verification as he deems appropriate to verify sick leave including, but not limited to, a medical examination, proof of sickness from a medical doctor, and home visits.
- D. Fraudulent use of sick leave or worker's compensation time off shall be cause of disciplinary action and/or dismissal.
- E. Members hired after May 21, 2010 shall be compensated for unused sick leave pursuant P.L. 2010, c.3, Sec. 1, eff. May 21, 2010. Members hired before May 21, 2010 who retire shall receive the following retirement benefit:
- 1 hour through 1550 hours to be paid at 55%
 - All unused sick leave in excess of 1550 hours to be paid at 70%
- F. Sick leave payouts for employees who are serving at the rank of sergeant or corporal at the time of the signing of this agreement shall be capped at \$50,000 or at the benefit level achieved on December 31, 2020, whichever is greater.
- In the event that a covered employee's sick leave retirement benefit level exceeds the \$50,000 maximum on December 31, 2020, the Township shall certify with each such employee the exact amount of their maximum retirement benefit. This shall remain the employee's maximum cap regardless of sick time use after the cap date, unless the value of accrued sick leave drops below the permissible capped amount.
 - There is nothing to preclude the sick leave retirement benefit from being reduced in the future due to utilization of sick leave.
 - In the event that an employee serving at the rank of sergeant or corporal at the time of the signing of this Agreement is subsequently promoted and will be covered by the Command Officer's Collective Negotiations Agreement, the employee will continue to maintain the sick leave payout benefit level defined in this section, as also set forth in the Memorandum of Agreement between the Township and Command Officers dated January 24, 2020.
- G. Members hired prior to May 21, 2010 who are promoted to the rank of sergeant or corporal after January 1, 2020, and who retire on a PFRS pension shall be paid for 50% of their total accrued sick leave not to exceed \$35,000.
- H. Only members terminating employment as a result of PFRS retirement shall be entitled to compensation for unused sick leave as set forth in this section.
- I. For budget purposes, members planning to retire must notify the Township, in writing, of their intention to retire. Said notices must be received by the Township no later than December 31st in the year preceding the member's retirement date. Failure to comply with this notice requirement may result in as much as a one-year delay of payment for unused sick leave.

- J. Members terminating employment as a result of disciplinary action shall not be entitled to compensation for unused sick leave accumulated from one year prior to the date of the event-giving rise to the disciplinary action through the actual date of termination. However, said member shall be entitled to compensation for unused sick leave accumulated prior to the above-described excluded period of accrual.
- K. In the event that any member shall die while employed by the Township, the member's estate shall be entitled to compensation for his/her accumulated sick leave at the time of his/her death based upon the above compensation schedule.
- L. Members who resign in good standing, and have 10 years or more but less than twenty to twenty-five years of service shall be entitled to 50 percent of the above chart. Members who terminate employment with less than 10 years of service are not entitled to compensation for accumulated sick leave.
- M. A member's FMLA time will not start until his sick time has been exhausted.
- N. Township and the employee can mutually agree upon a terminal leave agreement.
- O. 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 in conformance with Article X – "Health and Welfare".
 - The employee will remain responsible for the payment of any insurance contribution that is required under Section X.A.4 of this agreement (Chapter 78, P.L. 2011).

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 XIV
EDUCATION PROGRAM

- A. Upon prior approval of the Chief of Police, the Township will pay, on a reimbursement basis, the tuition and book expenses of any member furthering his education by taking police courses or enrolling in a degree program in a police related field. Township reimbursement shall be limited to a four (4) year bachelor's level degree in a police related field. A "police related field" is defined as courses directly associated with a degree program in police science or criminal justice at an accredited college.

- B. Educational reimbursement shall be based on the lesser of:
 - 1. Actual tuition cost;
 - 2. The established undergraduate tuition rate (per credit) for a New Jersey resident attending a college or university with the New Jersey State system.

- C. 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.

- D. In order to receive education reimbursement as provided for in this section, it shall be necessary for a member to submit appropriate receipts, statements of expenses and if requested, evidence of attendance to the Township Manager. The Township will reimburse the member for expenses only after completion of course work and attainment of a grade "C" or better.

ARTICLE XV
PAYMENT AT HIGHER RANK

- A. Any member assigned to a higher rank or performing the duties of a higher rank for a period not exceeding sixty (60) consecutive days shall be entitled to no additional compensation.

- B. Any member assigned to a higher rank or performing the duties of a higher rank for a period in excess of sixty (60) days shall be compensated at a rate equal to that rank, along with any and all attendant benefits, until such time that member is reassigned to his previous duties.

- C. Any member receiving pay at a higher rank for services as described in paragraph B shall receive additional compensation only for the period in excess of sixty (60) consecutive days.

ARTICLE XVI
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.
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 hereinafter set forth are the sole and exclusive means of resolving grievances between the parties for dispute within the scope of such procedures.

C. **DEFINITIONS**

1. Grievance: Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the term and conditions of employees covered under this agreement and may be raised by an individual, FOP 143A, 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 143A, duly appointed by the FOP 143A to resolve member's grievances.

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 thirty (30) days of the occurrence from which the grievance arose.
3. Representation: Any aggrieved party may either present his own case, designate the FOP 143A member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the FOP 143A's expense.
4. Waiver: Failure to serve a written complaint citing a grievance within thirty (30) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.
5. Extensions of Time: Any extension of time requirements contained in the grievance article may only be extended by the written consent of 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. Appeal to the Chief of Police: If the grievance is not settled by the superior officer and such grievance concerns the interpretation, application, or alleged violation of this Agreement only, the aggrieved party may make written request within five (5) calendar days after the answer is received from the aggrieved party's superior officer to the Chief of Police for review.
2. Decision by Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the FOP 143A and the complainant.

F. DETERMINATION BY TOWNSHIP MANAGER

1. Appeal to Township Manager: In the event the aggrieved party is unsatisfied with the determination by the Chief of Police's determination, the complainant or the FOP 143A may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.
2. Decision by Township Manager: The Township Manager shall render a written copy of his decision to both the FOP 143A and the complainant within ten (10) working 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, then the aggrieved party or the FOP 143A may request an arbitrator through the office of the Public Employees' Relation Commission within fifteen (15) days of the decision by the Manager.
2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employees' Relations Commission, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.
3. Cost of Arbitration: In the event the aggrieved party is a member of the FOP 143A, the costs of the arbitration shall be shared between the Township and the FOP 143A. In the event the aggrieved party is not the FOP 143A member, then the FOP 143A shall bear no responsibility for arbitration costs and the grievant shall pay half the costs. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XVII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2018 and shall remain in effect up to and including December 31, 2022, 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.

ARTICLE XVIII
RETROACTIVITY

Unless otherwise specified, the terms and conditions contained herein shall be given retroactive effect, as though the Agreement was commenced on **January 1, 2018**. The retroactive check will be paid to the member in a check separate from their regular pay check.

ARTICLE XIX
FULLY BARGAINED PROVISION

This Agreement, including the attached Appendix A, represents and incorporates the complete and final understanding and settlement by the parties on all bargainable 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 negotiation or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

[SIGNATURE PAGE TO FOLLOW APPENDIX A]

APPENDIX A

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 officer working a Pitman works 13 twenty-eight 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 Agreement 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 Agreement 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 and agreed to record the negotiated terms by and through this Appendix A 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 Agreement 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. Effective for the term of this Agreement, 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.

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 Appendix A, 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on this 5 day of January 2020.

February *MSB*

ATTEST:

TOWNSHIP OF EVESHAM

FOP 143A

James Keasney

Mayor

Robert Carrasco
Township Manager

Sgt. Stuart #104
FOP 143A SERGEANT Trace Strout

[Signature]
FOP 143A Attest Corporal Ryan Bourdon

Sgt. [Signature] #124
FOP 143A Attest

Sgt. Thomas Campsell