

Contract

TOWNSHIP OF MAPLE SHADE
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 267

JANUARY 1, 2004 to DECEMBER 31, 2006

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CHAPTER I

ARTICLE 1: RECOGNITION

- A.** The Township hereby recognizes PBA Local 267 as the sole and exclusive negotiating representative and bargaining agent for all the Police Officers who are employed, or who, after becoming employed by the Township of Maple Shade, which individuals are hereinafter referred to as employees.

- B.** Specifically excluded from the represented class, referred to above under Section A, are the Chief of Police, Lieutenant of Police, Sergeant of Police, Reserve Police Officers, and those certified by PERC as being represented by another union, and all civilian employees.

- C.** Said recognition shall continue as long, as said Local 267 shall represent a majority of those employees in the bargaining unit.

ARTICLE 2: MANAGEMENT RIGHTS

It is agreed that the administration of the Township and the direction of the employees, including the making and enforcing of reasonable rules to assure orderly and efficient operations, the determining of employee competency, the right to hire, to transfer, to promote, to demote, to dismiss or discipline for cause, and to lay off, are rights vested exclusively in the management personnel of the Township, subject to the terms of this working policy agreement. Per New Jersey State and Federal Law

It is further agreed that the direction of the work forces, the right to plan, direct, and control Township operations, the right to introduce new or improved work methods, equipment or facilities, the amount of supervision necessary, are rights vested exclusively with management.

The above rights of management are not all-inclusive, but indicate the type of matter or rights, which belong to and are inherent to management. Any of the rights, powers or authority the Township had prior to the signing of the agreement are retained by the Township, except those specifically abridged, delegated or granted to others, or modified by this working policy agreement.

Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Township, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of the agreement, and then only on extent such term hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 3: ASSOCIATION RIGHTS

- A.** The Township shall not discharge or discriminate in any way against any employee for PBA activities, or for Local Association membership.
- B.** The rights of both the Township and the Employee shall be respected and the provisions of this agreement for the orderly settlement for all questions concerning such rights shall be preserved.
- C.** Employees shall retain rights guaranteed under the New Jersey State and Federal Law. And shall maintain and or preserve all rights so enjoyed mutually bargained for otherwise.
- D.** This agreement shall not be changed or amended except by mutual agreement reduced in writing and duly executed by parties thereto.
- E.** Concerning State and/or National PBA functions, whatever New Jersey State Laws afford to the recognized PBA delegate, alternate or designee, concerning time off to attend Association business, shall also be afforded to the Association President or his designee, but not both.

ARTICLE 4: LOCAL ASSOCIATION REPRESENTATION AND MEMBERS

- A.** In accord with PBA rules, authorized representatives of the Local Association, whose names shall be filed in writing with the Township Manager, or his designee, shall be permitted to visit any police facility or the office of the Chief of Police or the Township Manager or his designee for the purpose of processing or investigating grievances. This right shall be exercised by no more than three (3) authorized Local Association representatives at any time. Upon entering the premises, the authorized representatives shall notify the commander or, in his absence, his duly authorized representative. The Local Association representative shall not unreasonably interfere with the normal conduct of the work within the police facility, and such investigation shall be done on the representative's off time, except with the approval of the Chief of Police or his designee.
- B.** During negotiations for the renewal of this contract or for the execution of a new contract, authorized representatives of the Local Association shall be excused from their normal duties for such period of negotiations with representatives of management, provided that there shall be no more than three (3) authorized representatives so excused at any one time.
- C.** With respect to internal investigations, the Township shall make available to the Local Association, copies of all charges for disciplinary action and/or discharge against all employees covered by this contract and the results thereof, upon specific individual request, and Discovery including but not limited to internal affairs reports, witness statements and witness lists.
- D.** Agency Shop provisions shall be added and negotiated

ARTICLE 5: DUES CHECK-OFF

- A. The Township agrees to deduct on a monthly basis, from the earnings of the employees who are members of PBA Local 267, and who have signed individual check-off authorization cards in the following form, uniform dues of \$17.50 per pay period, not to exceed \$35.00 per month and remit same to the duly designated officer of the Association. The written authorizations shall be subject to cancellation by the employee making the same at any time by written request and notice of cancellation to the Township Manager on a form to be furnished by the Township Manager.

- B. The written check-off authorization card shall be furnished by the Association, and shall be in the following form:

Name of Employee _____, now employed by the Township of Maple Shade, has voluntarily accepted membership in PBA Local 267. I hereby authorize the Township of Maple Shade to deduct from my earnings on a monthly basis, dues not to exceed \$17.50 per pay period and \$35.00 per month to remit same to the said Association. I agree to hold the Township of Maple Shade harmless for any deductions made by it, and to waive all rights to whatever sum may be deducted for this purpose. The authorization shall be subject to cancellation by me at any time by written request and notice of cancellation to the Township Manager.

Signed: _____

Department: _____

Position: _____

Date: _____

- C. The dues deduction agreement herein contained will become effective on the execution of the Agreement and will terminate at the termination date of the Agreement. Any employee who is transferred to a classification which is not within the bargaining unit as herein defined, or any employee whose employment is terminated by death, quit, discharged, lay-off, retirement or leave of absence, shall cease to be subject to check-off deduction beginning with the month in which the termination or transfer occurs.

- D. Agency Shop provisions shall be added and negotiated during the term of the contract if and when ever needed.

ARTICLE 6: LEAVE OF ABSENCE

- A.** A leave of absence, without pay, for a period of 90 days in any calendar year may be granted for good cause to any employee who has completed his probationary period. Said leave shall not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.
- B.** A leave of absence, without pay, in excess of 90 days may be granted by the Township Manager, upon the request of the employee, the maximum limit being in accord with State Law, Federal medical leave act and the New Jersey medical leave Act.
- C.** The leave provided in Section A will not be arbitrarily or unreasonably withheld, except in cases where, due to the absence of other employees, the granting of such leave would hamper the operation of the Police Department.
- D.** No person shall be required to take a leave of absence without his written consent witnessed by an authorized representative of the Local Association.

ARTICLE 7: HOURS OF WORK

- A.** The normal work schedule for employees shall consist of one week of 12-hour shifts consisting of 48 hours, and one week of 12-hour shifts consisting of 36 hours in each pay period.
- 1.** Four (4) hours of the overtime from the first work week of the pay period will be added to the second week of the pay period, to total a forty (40) hour week for pay purposes.
 - 2.** The remaining four (4) hours of overtime from the first week of the pay period is to be accumulated totaling 104 hours of overtime annually.
 - 3.** In lieu of the 104 hours of accumulated overtime, employees will be compensated by time off in day for day, in the use of vacation, sick, and personal days, in lieu of the overtime pay as agreed upon March 1, 1987 between the Local, Chief of Police, and the Township. These 104 hours of overtime will be added as three (3) additional days for the employee in the 1-5 year vacation bracket, and two (2) additional days for the employee in the 6-10 year vacation bracket. These additional days for those two brackets will be added only as long as the 12-hour shifts are in effect.
- B.** Generally, the work week for an employee will consist of: the first work week of the pay period as four 12 hour shifts between the hours of 7:00 A.M.-7:00 P.M. or 7:00 P.M.-7:00 A.M. on Monday, Tuesday, Friday and Saturday. The second work week of the pay period will consist of three 12 hour shifts between the hours of 7:00 A.M.-7:00 P.M. or 7:00 P.M.-7:00 A.M. on Sunday, Wednesday, and Thursday. These shifts will not be permanently changed without negotiation with the Association. Officers working the 12 hour shifts will work either steady night work or steady day work as agreed upon.
- C.** The weekly work schedule shall be posted no later than five (5) days prior to the start of any workweek. Any employee whose hours are subsequently rescheduled on a temporary basis shall be given a minimum of 12 hours notice of any change. Said notice shall be given by a supervisor or his designee.
- D.** All employees performing the duties of a Detective as assigned by the Chief of Police with the approval of the Township Manager shall be excluded from Section C of this article.
- E.** In order to handle matters involving a great public inconvenience or a public threat, the Township reserves the right to re-schedule personnel during the work week or work day on a temporary basis to best meet existing conditions. This section shall apply with particular attention to the conditions of section C of this article.

ARTICLE 8: EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY

- A.** Exchange of hours of duty by an employee may be granted by the Police Department, provided that such an exchange shall not result in any employee who has engaged in such exchange working outside his limit and further provide that such exchange shall not result in any employee working in excess of 16 hours in any 24 hour period.
- B.** Exchange of days of duty by an employee may be granted by the Police Department provided that such an exchange shall not result in any employee who has engaged in such exchange working outside his limit and further provided that no employee shall exchange any more than two days within any single week without the expressed approval of the Chief of Police or his designee.
- C.** Notwithstanding any other provision of this article to the contrary, any exchange of either hours or days shall be with the permission of the employee's immediate supervisor.
- D.** Such exchange of days or hours shall not result in the payment of overtime.

ARTICLE 9: BULLETIN BOARD

The Township shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of all recognized Police organizations of the PBA...

ARTICLE 10: SERVICE RECORDS

- A.** Each employee shall be entitled to inspect his service record upon request between the hours of 9:00 A.M. and 5:00 P.M. on any workday.
- B.** Service records shall include all records in the employee's Medical file, Internal Affairs File outcome, and personnel file.
- C.** As used in Section A of this article, workday shall be defined as any weekday, which is not a holiday.
- D.** Notwithstanding any other provisions of this article to the contrary, the Township shall not be obligated to allow the examination of any more than two service records in any one day.

ARTICLE 11: SUSPENSIONS

- A.** No employee shall be suspended without pay for any departmental charge or for the commission of a disorderly person act without a departmental hearing in accord with the provisions currently in effect with Civil Service procedures.
- B.** In the case of any criminal charge, the Chief of Police or his designee shall have the right to immediately suspend an employee with or without pay only for good cause.
- C.** The Local Association and the affected employee shall be notified in writing of all departmental charges prior to a hearing on the same and the results thereof. Union representation shall be entitled to attend hearing.

ARTICLE 12: GRIEVANCE PROCEDURES

- A.** The purpose of this Section is to settle all grievances between the Township and members of the Local Association as quickly as possible so as to assure efficiency and promote employee morale.
- B.**
 - 1.** A grievance is defined as a disagreement or dispute between the Township and an employee, group of employees, and/or the Association involving the application or interpretation of this agreement.
- C.** Any grievance must be presented within ten (10) working days after the aggrieved party knew of the event or events upon which the claim is based or else such grievance is deemed waived. In the Article, working days is defined as calendar days, excluding Saturday, Sunday and Holidays.
- D.** A grievance shall be processed as follows:
 - Step 1.** The aggrieved employee within ten (10) working days of the event, or events, upon which the grievance is based will reduce this grievance in writing and present it to the Lieutenant of Police. Within six (6) working days of receipt of the written grievance, the Lieutenant of Police will meet with the aggrieved party and representative of the Local Association and attempt to resolve the grievance. Within six (6) working days of the meeting, the Lieutenant will respond in writing to the aggrieved party and the Association.
 - Step 2.** If the aggrieved party is not satisfied with the response from the Lieutenant or does not receive a response within the time limit provided, he may, within five (5) working days, submit the grievance to the Chief of Police. Within five (5) working days of receipt of the written grievance, the Chief of Police will meet with the aggrieved employee and a representative of the Local Association to discuss the grievance and attempt to resolve same. Within five (5) working days of the meeting with the aggrieved employee and the Chief of Police, the latter will respond in writing to the aggrieved employee.

ARTICLE 12: GRIEVANCE PROCEDURE (continued)

- Step 3.** If the aggrieved party is not satisfied with the response from the Chief of Police, or does not receive a response within the time limit provided, he may, within five (5) working days, submit the grievance in writing to the Township Manager. Should the aggrieved employee fail to appeal the decision within the time limit provided, the grievance shall be considered resolved. The Township Manager or his designated representative shall seek to resolve the grievance with the aggrieved employee and a representative of the Local Association.
- Step 4.** If the Township Manager, aggrieved party and a representative of the Local Association are unable to resolve the grievance within fifteen (15) working days from the date the grievance is submitted to the Township Manager, either the Township or the Local Association may elect to proceed to arbitration within thirty (30) working days. The Township and the Local Association shall share equally in the expense of the arbitrator. Arbitration shall be by a single arbitrator mutually selected by the parties. Either party may request the American Arbitration Association to submit a list of potential arbitrators to hear and decide the dispute. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. However, if the arbitrator rules in favor of the party not filing for arbitration on any grounds other than the merits of the application or interpretation of this agreement, the party filing for arbitration shall pay for the entire cost. Examples being, but not limited to, rulings that the grievance had been previously resolved because of lack of a timely appeal to the next step, rulings that the stated action was not within the definition of a grievance or the proper recourse for the stated action was through some other means, such as, but not limited to, Civil Service, unfair practices, complaints or other state agencies. Public Employees Relations Commission (PERC).

ARTICLE 12: GRIEVANCE PROCEDURE (continued)

- F.** In addition to the grievance procedure, outlined in Section A through E aforesaid, which is intended for the use of an individual, the following provisions are provided for a class grievance:
- 1.** A class grievance shall be a grievance defined as a disagreement or dispute between the Township and the Association involving the application or interpretation of this agreement, involving not one or several employees, but the entire Association unit or a substantial part thereof, such part having common interest in said grievance.
 - 2.** Contrary to Section C aforesaid said grievance must be presented in writing within 45 calendar days of the occurrence on which the grievance is based. The Township shall not be liable for any economic loss, which shall result to an employee or the Association commencing five (5) calendar days after the occurrence.
 - 3.** The group grievance shall be presented in writing by the Association President or his designee to the Chief of Police. Within five (5) working days of the receipt of the written grievance, the Chief will meet with the Association President and/or his designees, but not to exceed a total Association representation of three (3) at this or any subsequent meeting to discuss the grievance and attempt to resolve same. Within five (5) working days of said meeting, the Chief of Police shall respond in writing to the Association President.
 - 4.** If the Association President is not satisfied with the response from the Chief of Police, or does not receive a response from the Chief of Police, within the time limit provided, he may, within five (5) working days, submit the grievance in writing to the Township Manager. Should the grievance not be appealed within the time limit provided, it shall be considered resolved. If the Township Manager and the Association are unable to resolve the grievance, the Association may appeal the matter as outlined in Step 4 of the individual grievance procedure.

ARTICLE 13: DISCRIMINATION

- A.** There shall be no discrimination among employees or units covered by this contract based on sex, age, race, and nationality or union activity among employees covered by this contract.

- B.** No order either present or future shall provide any one employee or unit within the Police Department with any special privileges, except as specifically provided in the contract.

ARTICLE 14: SEVERANCE PAY

Upon severance, employees shall receive all just compensation to which they are legally entitled, after returning all Township property.

ARTICLE 15: GROOMING REGULATIONS

Grooming regulations shall be applicable to all members of the Police Department, unless such regulations would hinder such members of the Police Department in the performance of their duties.

ARTICLE 16: EQUIPMENT, VEHICLES, and SAFETY

- A.** The Township shall equip each vehicle within the Patrol Division with a prisoner cage protection between the front and rear seats.

- B.** The Township agrees to budget funds for the repair and maintenance of the police vehicles within the Patrol Division and to provide funds for specific items in said vehicle such as shotguns, riot batons, riot helmets, flack jackets, oxygen units, first aid kits, flares and ammunition. The Township currently maintains a supply of four (4) Scott Air Packs and agrees not to reduce the number currently available for use.

- C.** The Township agrees to effectuate repairs to such items as radios, outside dome lights and sirens when such is reported to the proper authority in the Police Department. No employee shall be required to perform any non-office function without proper radio communication at his disposal or with defective equipment, if the defect has been reported to the proper authority and the Township has failed to have the defect corrected within a reasonable length of time.

ARTICLE 17: ANNIVERSARY DATES

For the purpose of salary regulation, any employee hired on or before June 30th will be given credit for the whole calendar year as his anniversary date for pay grade, which will be effective as of January 1 of the year of his hire. Any employee hired after June 30th, his anniversary date will be January 1 of the following year. January 1 will be the anniversary date for all employees.

ARTICLE 18: RIGHTS GUARANTEES

Any and all rights guaranteed employees and/or labor organizations under N.J.S.A. 34:13A-5.2 et seq. shall remain in full force and effect unless specifically abridged or modified by the terms of this agreement.

ARTICLE 19: CONTINUOUS SERVICE

- A.** The Association, Management and Employees realize that we are engaged in rendering service to the public and that there is an obligation on each party for continuous performance and availability of such service. Employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the Township and its services to the public and shall further cooperate in promoting and advancing the welfare of the Township by providing necessary service at all times.

- B.** The Association shall not, nor shall any member, employee, representative or agent of the union, or any persons acting on its behalf directly or indirectly engage in or encourage other employees to engage in any strike or work stoppage.

CHAPTER II

ARTICLE 1: SALARIES AND WAGES

A. (1) Annual salaries of employees shall be established as follows:

	<u>2004</u>	<u>2005</u>	<u>2006</u>
<u>Level#1</u>	\$33,500	35,046.15	35,046.15
<u>Level#2</u>	\$40,597.88	44,170.50	46,158.17
<u>Level#3</u>	\$43,599.38	47,436.11	49,570.73
<u>Level#4</u>	\$46,481.85	50,572.25	52,848.00
<u>Level#5</u>	\$60,977.03	66,342.91	69,328.34
<u>Level#6 (7-10yrs)</u>	\$60,977.03	68,562.56	71,647.88
<u>Level#7 (11-14yrs)</u>	\$60,977.03	69,196.72	72,310.57
<u>Level#8 (15-19yrs)</u>	\$60,977.03	69,830.88	72,973.27
<u>Level#9 (20 or more yrs)</u>	\$60,977.03	70,465.04	73,635.97

Levels are base on years of completed service

ARTICLE 1: SALARIES AND WAGES (continued)

- B. In addition, patrolman below the fifth pay level will be advanced one level each year until they reach the fifth level, subject to the provisions of Chapter 1, Article 17.
- C. In addition, all employees performing the duties of a Detective as assigned by the Chief of Police, with the approval of the Township Manager, shall receive an additional \$42.31 per pay period (\$1,100.00) in 2004; \$45.19 per pay period (\$1,175.00) in 2005; \$46.15 per pay period (\$1,200.00) in 2006; per pay period in addition to their base salary. In addition to the above, each Detective shall receive eight (8) hours of compensatory time for each on call week, whether called in or not.
- D. Effective January 1st, 2000, any employee assigned to work in a higher classification, including but not limited to shift commander, shall be compensated for each hour of such work at the appropriate rate of pay, beginning with the start of the sixth (6) shift or 60 hours.

ARTICLE 2: COURT PAY

Any officer who is required to appear in a court on his off hours on behalf of the Township shall be paid at one and one half times, his regular hourly rate of pay for those hours of such appearance, but in no case less than two hours.

Such hours involved and so paid shall not be considered in the break-over point for computing overtime pay. The employee may select at this option to receive compensatory time on a straight time hourly basis for such appearance, but in no case less than two hours.

ARTICLE 3: LONGEVITY

- A. All full time employees shall receive longevity pay as provided herein.
- B. Longevity percentages:

Years of Service Completed

7 through 10 years.....	3.5 percent
11 through 14 years.....	4.5percent
15 through 19 years.....	5.5 percent
20 or more years.....	6.5 percent

- C. Longevity percentages will be paid in base pay, on an employee's base pay, not including overtime, shift pay, court pay, holiday pay, etc., and shall be paid to each employee in regular payroll distribution.
- D. Years of service as indicated above shall be those whole years completed as of the individual employee's last date of hire.

- E. If the Township records do not indicate the date an employee was hired said employee will be credited for the entire year in which he was employed.
- F. The number of years of service shall be the years of full-time service and shall not include any years of part-time service, in the event an employee was transferred from part-time to full-time service. The number of years would include full-time service in a part-time classified position.

ARTICLE 4: HOLIDAYS

- A. The following days shall be celebrated as paid holiday by all full-time employees:

New Year's Day	Labor Day
Washington's Birthday (3rd Monday in February)	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Day After Thanksgiving Day
Memorial Day	Christmas Eve (12/24)
Independence Day	Christmas Day

- B. Recognizing that the employees of the Police Department are engaged in continuous operation, which does not permit the celebration of holidays, each employee shall be paid at his or her current rate of pay for each of the above holidays as part of base pay to be included in normal payroll distribution.
- C. Any employee who is required to work on any one of the days listed in Section A, as scheduled by the Chief of Police shall be paid an amount equal to the number of hours worked at his hourly rate, in addition to his regular pay. For employees assigned to the night shifts, credit for the holiday will be given to the night shift that starts into the holiday and is already at work when the holiday begins.
- D. In addition to the above, all full-time employees and those new employees hired prior to July 1 shall be granted three (3) personal holidays of his choice, but the celebration of such days shall not unduly interfere with the operation of the Police Department. Requests for such days shall be made one week in advance of the time desired...
- E. One existing personal day shall be designated as a Priority Personal Day, to be used by each officer per year, upon notification by the officer to the department that he or she will be taking a day as a Priority Day. This Priority day off shall be designated as only one existing personal day per year and shall be used for legitimate emergent reasons. Only one member per working shift may take his/her Priority day at one given time. This will be on a first call basis.

ARTICLE 5: VACATION

- A.** The annual vacation shall be granted strictly according to the following schedule:
- 1.** Between January 1 and March 31 inclusive of each year, vacations for the said calendar year shall be granted upon request without priority of dates according to rank and then seniority within the unit. The Chief of Police or his designee shall notify the employee of approval or disapproval of said request by April 15 of each year.
 - 2.** On or after April 1 of each year, vacations for said calendar year shall be granted upon request with priority of dates conditioned on the order in which said requests are received. The Chief of Police or his designee shall notify the employee of approval or disapproval within ten (10) working days of said request.
- B.** The number of employees, who may be on vacation at the same time, whether scheduled pursuant to Sub-Sections 1 or 2 of Section A., shall be determined by the Chief of Police. However, such requests shall not be unreasonably denied.
- C.** Notwithstanding any provisions to the contrary, an employee may accumulate ten (10) days vacation in the calendar year to be carried over to the following year, not to exceed a total accumulation for a year of thirty (30) days. Exceptions to this accumulation rule may be granted by the Township Manager with the consent of the employee and the Chief of Police.
- D.** Vacation shall be granted for continuous uninterrupted service computed from the first date of hire and according to the following:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
0 through One Year	One Day Per Month
1 Through 5 Years	12 Days Per Year
6 Through 10 Years	16 Days Per Year
11 Through 14 Years	21 Days Per Year
15 Through 20 Years	22 Days Per Year
21 Or More Years	23 Days Per Year
23 Years	23 Days Per Year
24 years	24 Days per Year
25 years	25 Days per Year

Years of Service

Vacation

26 years	26 Days per Year
27 years	27 Days per Year
28 years	28 Days per Year
29 Years	29 Days per Year
30 Years	30 Days per Year

- E. For this purpose, any employee hired on or before June 30th will be given credit for the whole calendar year in which he was employed. Any employee hired after June 30th will receive a prorated credit of the calendar year based on their date of hire.
- F. The provisions of Article 5 as regarding the scheduling of vacations shall be subject specifically to Chapter I, Article 7C of this Contract.

ARTICLE 6: FUNERAL LEAVE

- A. Employees shall be granted special leave with pay because of a death in his immediate family, step family member, including relatives residing in the same household, or for the death of a grandmother, grandfather, sister, brother, father-in-law, mother-in-law, and daughter-in-law and son-in-law who reside elsewhere.
- B. Such leave shall be granted from the date of death until the first tour of duty following interment.
- C. Employees shall be granted special leave with pay for a period of one (1) calendar day due to the death of any relative not specified in this Article.
- D. Notwithstanding any other provision of this Article, special funeral leave with pay shall be granted for a period of fifteen (15) calendar days due to the death of a spouse, provided that such spouse shall leave surviving minor child or children. Otherwise, such leave shall be for a period of ten (10) days.
- E. Notwithstanding any provision of this Article, special funeral leave shall be granted for a period of ten (10) calendar days due to the death of any employee's sons, daughters, mother or father.

ARTICLE 7: MILITARY LEAVE

All employees shall be granted a leave of absence for field training in accord with the following provisions:

- 1.** An employee of the Police Department who is a member of the organized Reserve of the Army, U.S. Marine Reserve, U.S. Air Force Reserve, U.S. Naval Reserve or any other organization affiliated therewith, shall be entitled to a leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. All military leave shall be governed by the State, Federal, and or Executive orders without loss of pay or benefits.

ARTICLE 8: SICK LEAVE

- A.** Each employee shall earn sick leave credit at the rate of fifteen (15) calendar days per year, which shall be cumulative. Sick leave for each year shall be credited to the employee's account on January 1st of each year. In the event an employee is terminated, resigns or retires during the year, sick leave credit for that year shall be recomputed at the rate of 1 1/4 days credit for each full month worked in the year and the employee's final check will be adjusted accordingly, if necessary.
- B.** Employees may use sick leave, with the approval of the Chief of Police, for absence due to personal illness or injury, or illness or injury to a member of the immediate family, which requires his attendance upon that person. For purposes of this section, the terms "immediate family" shall mean and refer only to the employee's spouse, child, parent, brother or sister living as a member of the employee's household.
- C.** No employee who is off sick shall be paid for more than eight (8) hours in any twenty-four (24) hour period, unless his normal work period is more than eight (8) hours.
- D.** Sick leave will be paid only when an employee or a member of his immediate family notifies his supervisor of his absence prior to starting time.
- E.** When a full-time employee is injured in the line of duty, he shall be entitled to an injury leave with full pay up to one (1) year from the date of his disability during the period in which he is unable to perform his duties, provided that the examining physician shall certify such injury or disability and that the employee shall agree to reimburse the Township for monies he may receive from Workmen's Compensation, temporary benefits or from possible legal settlements from or judgment against the person or persons responsible for the injury to the extent said benefits or payment on judgment are specifically awarded for loss of wages. Such injury leave shall not be charged against an employee's sick leave.

ARTICLE 9: OVERTIME

- A.** An employee who is required to work in excess of twelve (12) hours in one day or eighty- four (84) hours in any pay period, shall be paid at the rate of 1 1/2 times the regular rate. The pay week shall be those shifts ending between 12:01 A.M. on Monday to 12:00 Midnight on Sunday. In the event an employee is called in prior to the commencement of his regularly scheduled shift, he shall be paid at an overtime rate for those hours worked.
- B.** Only straight time hours actually worked, vacation, sick leave (only when the employee is ordered to work overtime), and compensatory time, approved by the Chief of Police go towards the forty-hour break-over point for overtime.
- C.** The working of overtime is not voluntary on the part of the employee. However, management has the obligation to be reasonable in the assignment of overtime. It is understood that unexcused failure of an employee to report for assigned overtime shall be deemed a refusal to work and shall constitute insubordination and neglect of duty if such failure is unexcused and adjudicated at hearing.
- D.** An employee will not be required to work in excess of sixteen (16) hours in any 24 hour period unless as a result of a declared emergency or until the completion of any duty assignment which cannot be turned over to another employee or that cannot be restarted on the next shift the employee returns. If an employee has worked sixteen (16) or more consecutive hours and said employee is recalled before he has had eight (8) consecutive hours off, upon completion of the recall, said employee shall be given a minimum of four (4) consecutive hours off prior to starting his regularly scheduled shift. If any of these hours become a portion of said employee's next regularly scheduled shift, such hours shall be credited towards that shift.
- E.** The voluntary exchange of days or hours shall not cause the payment of overtime as herein provided.
- F.** All accumulated and recorded compensatory time shall remain in force and effect.
- G.** In lieu of the payment of overtime as provided in Section A, an employee may elect to take the overtime worked in the form of compensatory time on an hour for hour basis. However, no employee shall be permitted to accumulate more than thirty-six (36) hours. All hours over this number shall be paid as overtime. The employee must make the election for compensatory time at the end of the shift in which the time is worked.

ARTICLE 10: FIREARMS TRAINING

- A.** Each member of the Police Department will be required to qualify with his service weapon in accordance with the requirements of the State of New Jersey.
- B.** Each member of the police Department will be required to complete a familiarization course with a 12-gauge shotgun, in accordance with the requirements of the State of New Jersey.
- C.** A total of four (4) practice sessions on at least two (2) separate dates will be listed on a posted schedule prior to June 30th, said sessions to be held on an employee's off hours, if he desires to attend.
- D.** If an employee uses all available practice sessions and does not qualify with his duty weapon, special arrangements shall be made to assist employees in obtaining qualification.
- E.** If an employee fails to qualify, and he has not utilized the available practice sessions, the Township will not be obligated to offer any assistance.
- F.** The time period between failing qualifications and rescheduled will be determined by the Chief of Police or his designee.
- G.** The Chief of Police or his designee shall be the only persons authorized to excuse an employee from meeting the above requirements. Upon doing so, it shall only be valid when the Chief of Police or his designee shall submit a letter stating the reasons for such excuse and the time period involved and a copy of such letter shall be placed in the employee's service jacket and filed with the Firearms Training Officer.
- H.** Any employee required to attend his firearms qualification while off duty shall be credited with compensatory time at time and a half, but in no case less than four hours. With the sole exception of this provision, no other section of this article shall result in the payment of overtime.
- I.** The payment of overtime shall be granted to the Firearms Training Officer at qualification time only.

ARTICLE 11: UNIFORMS

- A. The Township agrees not to change the basic uniforms or any portion thereof currently utilized by employees without providing necessary funds for the purpose of such new items, in addition to the clothing allowance provided for by this contract.
- B. Within ninety (90) days after the execution of this agreement or prior to April 15th of each contract year, whichever shall occur later, each employee shall receive a “Uniform Request List” from the Chief of Police. This list shall be completed and returned to the Chief of Police within fifteen (15) calendar days. Within 120 days after the execution of this agreement or prior to May 15th of each contract year, whichever shall occur later, the consolidated list with suggested specifications shall be submitted to the Township Manager. The Township agrees that any bid specifications will indicate delivery will be made within sixty (60) days of the signing of the contract.
- C. All uniformed officers are required, utilizing the allowance in Section G., to comply with the following uniform dress code which consists of the following:

Class I, (Dress):

-
- | | | | |
|----|--------------------------|-----|-----------------------|
| 1. | Long Sleeve Shirt | 10. | Tie Tac |
| 2. | Pants | 11. | Belt |
| 3. | Plain Black Toe Footwear | 12. | High Security Holster |
| 4. | Hat | 13. | Cuff Case |
| 5. | Tie | 14. | Magazines (3) |
| 6. | Breast Badge | 15. | Double Magazine Pouch |
| 7. | Hat Badge | 16. | Service Weapon |
| 8. | Set of Numbers | 17. | Portable Holder |
| 9. | Nameplate | | |

Class II, (Duty):

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- | | | | |
|-----|--|-----|--|
| 1. | Helmet and/or Hat | 15. | High Security Holster |
| 2. | Pants | 16. | Magazines (3) |
| 3. | Shirts, Winter & Summer | 17. | Double Magazine Pouch |
| 4. | Plain Black Footwear | 18. | Belt Loops (4) |
| 5. | Tie (winter) | 19. | Key Ring |
| 6. | Leather Jacket and/or
¾ Length Nylon Jacket | 20. | Baton Holder |
| 7. | Raincoat | 21. | Expendable Baton |
| 8. | Rain Hat | 22. | Service Weapon |
| 9. | Hat Badge | 23. | Cuff Case |
| 10. | Breast Badge | 24. | Outer Footwear (Rain) |
| 11. | Set of Numbers | 25. | Portable Radio Holder |
| 12. | Name Plate | 26. | Navy Blue Sweater, V-Neck
Pullover (optional) |
| 13. | Tie Tac | 27. | Blauer Blue/Green Reversible
(optional) |
| 14. | Belt | 28. | Cap Stun & Holder |

ARTICLE 11: UNIFORMS (continued)

Class III (Work Detail):

1. French Blue Short Sleeve (Polo type)
2. Navy, with Yellow stripe, cargo type pants
3. Navy Baseball Cap
4. Duty Belt

D. All new employees will be issued the following before the employee has completed the Basic Training Course or being assigned to duties with the exception being those requirements of the Academy, which will be prior to entrance:

- | | |
|--|-----------------------------------|
| 1. Hats (1) Summer/Winter | 19. Numbers (2) Sets |
| 2. Shirts (3) Summer | |
| 3. Shirts (3) Winter | 20. Tie Tac (2) |
| 4. Pants (6) | 21. Belts (1) |
| 5. Concealed Bullet Proof Vest | 22. High Security Holster |
| 6. Leather Jacket (1) | 23. Cuff Case |
| 7. 3/4 Length Nylon Jacket (1) | 24. Magazines (3) |
| 8. Rain Coat and Cap (1) | 25. Double Magazine Pouch |
| 9. Ties (4) | 26. Belt Loops (4) |
| 10. Shoes (2) Pair | 27. Key Ring (1) |
| 11. Cargo type pants w/Yellow stripe | 28. Baton Holder (1) |
| 12. French Blue Polo type short sleeve
Name-rank embroidered on front
"Police" silk screened on back | 29. Expandable Baton (1) |
| 13. Baseball cap with yellow
Embroidering, Dept. Logo,
and badge number | 30. Service Weapon |
| 14. Baseball Cap (1) Black | 31. Ammunition (1) Box |
| 15. Black Ties (2) | 32. Outer Footwear (Rain) |
| 16. Hat Badges (2) | 33. Portable Holder (1) |
| 17. Breast Badge (2) | 34. Cap Stun & Holder |
| 18. Name Plates (2) | 35. SL 20 Rechargeable Flashlight |
- ACADEMY DESIGNATED DRESS PANTS AND SHIRT

E. The General Specifications of the uniforms indicated above shall be as follows:

1. Leather gear will be Bucheimer Clark, Basket weave or equivalent.
2. Sig-Sauer, .357, Model P239 service weapon
3. Issued ammunition Cal. .357, 147 grain, J.H.P., Hollow Point Bullets
4. Winter and Summer Shirts, French Blue with Zipper
5. Pants, Navy Blue
6. Hats, Navy Blue
7. Badges, Nameplates, Numbers, Letters, Rhodium Plated
8. Raincoat and Hat, Reversible, Orange and Black
9. 3/4 Length, Leather Coat with Zip-Out Lining
10. Baton

11. Detectives: Shoulder Holster or Hip Holster

ARTICLE 11: UNIFORMS (continued)

- F. The Township agrees to budget sufficient funds for the replacement or repair of uniforms and equipment due to loss or damages that is duty related. The employee shall not use any part of the uniforms detailed above for any purpose other than Township duty, except that a complete uniform may be used for part-time employment approved by the Chief of Police and the Township Manager. In addition, the Township agrees to include in the uniform specifications that the bidder will take in any uniform presently used by the employee and will install such items as service stars, rank stripes and identification patches on any uniform presently used by the employee.
- G. Payment procedures will be as follows:
1. All uniformed officers shall receive a uniform allowance permitting uniform purchases up to \$825.00 in 2004; \$850.00 in 2005; and \$875.00 in 2006.
 2. Detectives shall receive a cash clothing allowance of \$1,000.00 in 2004; \$1,025.00 in 2005; and \$1,050.00 in 2006 payable semi-annually in the months of April and August.
 3. Uniformed officers ,who in the opinion of the Chief of Police, have a sufficient number of items specified in Section C aforesaid, which are in acceptable condition, may receive, at their option, reimbursement for up to \$400.00 in work related items. Each employee may only apply for reimbursement once in any contract year. Any reimbursement will be deducted from the employee's uniform purchase allowance. A work related item is one which in the sole opinion of the Township Manager could be used for a police related function, and no other, excluding firearms of all types, but including any item which could be worn under the regulation uniform to increase employee comfort, or one of the following: eyeglasses, rechargeable flashlights, portable tape recorders, writing pens suitable for report writing and binoculars.
 4. If an employee chooses to exercise the \$400.00 payment option permitted above, the Local shall have a designee present for approval to the Township Manager a request for permission to purchase item(s). Said approval shall be granted or denied within five (5) working days. If permission is granted, the employee may purchase said item(s) and upon submitting receipt(s) and a signed Township voucher for same to the Township Manager, shall be paid within ten (10) working days.

5. All employees shall receive a yearly cash clothing maintenance allowance in the amount of \$825.00 in 2004; \$850.00 in 2005; \$875.00 in 2006. Said allowance shall be paid in a lump sum by means of a separate check to be received as close as possible to the first pay period in the month of February. New employees shall receive a prorated amount of the yearly clothing maintenance allowance based on their hire date.

ARTICLE 11: UNIFORMS (continued)

H. Upon termination, uniformed officers shall return to the Township all uniforms in their possession. With respect to the cash uniform allowance paid semi-annually to Detectives, such allowance will be pro-rated at the time of payment for newly designated Detectives based on the nearest whole months of service before payment from January 1st or July 1st. Upon termination of employment, a designated Detective's final check shall be adjusted to pro-rate the semi-annual payment based on the nearest whole month of service.

ARTICLE 12: PAY PERIOD

- A.** Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accord with the provisions of the Township Ordinance.
- B.** Employees shall be paid at 1000 hours on pay day (Thursday) and if a holiday falls on payday, employees shall be paid at 1000 hours the preceding day.

ARTICLE 13: TRAVELING EXPENSES

All employees traveling outside the Township on official business at the explicit directions of the superior shall be paid for all reasonable expenses incurred in such travel and when an automobile is not provided by the Township, the Township shall pay the employee twenty (20) cents per mile for the use of his private vehicle.

ARTICLE 14: INSURANCE

- A.** All permanent full-time employees may, at their election, be covered by insurance coverage paid by the Township equal to or better than as follows:
- 1.** Effective December 1, 1988, three- (3) insurance plans from which to choose;
 - A.** Blue Cross/Blue Shield of New Jersey, Group Number 85-81101
 - B.** AETNA Health Insurance of Southern N. J. Group # 30217
 - C.** Cigna Health Plan of New Jersey, Group Number 112401
 - 2.** A prescription plan for employees and dependents with a \$2.00 Co-pay feature.
 - 3.** A dental assistance plan for employees and dependents with a \$25.00 annual deductible, 100 percent coverage for preventative services, 80 percent coverage for basic services and 50 percent coverage for major services with a \$1,000.00 annual maximum. Also to include Orthodontics coverage with a maximum of \$1,000.00 per year per family member.
 - 4.** The Township will provide for each full-time employee a \$60,000.00 group term life insurance policy with AD and D with double indemnity clause.
- B.** The coverage in Section A will be effective the first of the month following the month in which application is made.
- C.** The Township will continue to keep in full force and affect all existing health and medical insurance benefits to the employee's surviving spouse and minor children upon his death for a period of one year.
- D.** The Township will continue to keep in full force and effect all existing health and medical insurance benefits to the employee's surviving spouse and/or dependent child/children to age nineteen (19), or age twenty-three (23) upon proof of enrollment in an accredited educational institute, of any officer killed in the performance of his police duties, for a period not to exceed fifteen (15) years.
- E.** All pro-rated vacation, holiday, longevity and compensatory time due and accrued for the calendar year (in the year of the employee's death) shall be paid to the employee's estate or legal representative upon his death.

ARTICLE 15: SHIFT DIFFERENTIAL

- A.** For any shift commencing between the hours of 1:00 P.M. and 2:00 A.M., differential pay shall be paid as indicated below:
- 1.** For any shift commencing after 1:00 P.M., but not later than 6:59 P.M., a differential of \$.30 per hour in 2005 and \$.035 in 2006 will be paid for up to eight (8) hours actually worked.
 - 2.** For any shift commencing at 7:00 P.M. or after, but not later than 2:00 A.M., a differential of \$.50 per hour will be paid beginning January 1, 2005, and a differential of \$.55 per hour will be paid beginning January 1, 2006 for up to twelve (12) hours actually worked.
- B.** An employee will not be paid differential pay when the employee is working on a call-in basis at one and one-half (1 1/2) times his regular rate, or is on overtime at one and one-half (1 1/2) times his regular rate or in appearing in court and receiving court pay.

ARTICLE 16: RETIREMENT BENEFITS

- A.** For purposes of this article, the term “retirement” shall mean the termination of the employee’s active service with the Township, with a retirement allowance granted and paid under the provisions of the Police and Firemen’s Retirement System (PFRS) of New Jersey.
- B.** A flat lump sum shall be made by the Township to an employee upon his retirement equal to one-half of all accumulated sick leave at the employee’s current rate of payment at the time of retirement, but not to exceed \$9,900.00.
- C.** The Township shall provide a cash payment reimbursement not to exceed \$ 11,200.00 in 2004, \$11,300.00 in 2005, and \$11,500.00 in 2006 annually to any employee upon retirement from the Township, to help defray the cost of obtaining their Health Insurance with the following conditions:
- 1.** The retired employee will submit to the Township Manager all receipts/canceled checks by December 1st of each year, as proof of obtaining Health Insurance coverage. Reimbursement to retired employees will be made annually during the month of December but not later than thirty (30) days from submission of said receipts/canceled checks.
 - 2.** Retired members can opt in and out of this retirement benefit at the retired employee’s discretion. A retired member can “opt out” if either employed by a subsequent employer providing health benefits to the retired member or otherwise covered by at least equal benefits. The retired member can “opt in” or return to the health benefit program at the same level of benefit from which they left (at the opt out time) at the employee’s discretion. Any employee who either “opts out or opts in” shall notify the Township Manager of Maple Shade at least 30 days in advance of intention to either “opt in or out” to make sure that the employee is properly covered by the health insurance at all times.
 - 3.** The retired employee shall retire with the same level of benefit as designated in the applicable contractual year as stated in the Collective Bargaining Agreement. The retired member and family shall detrimentally rely upon the level of benefit enjoyed in the year of their retirement and shall enjoy that level of benefit throughout their retirement.

Payment for Township Insurance coverage by the retired employee will be by check (no cash) and made payable to “Township of Maple Shade”. All payments are to be received in the Office of the Township Treasurer by the 1st of each month.

ARTICLE 17: EDUCATIONAL PROGRAMS

- A. Any Officer seeking to further his/her education in Police Science and/or Criminal Justice programs, or courses and/or seminars related to the improvement of his/her job skills and said enrollment is approved by the Township Manager as being related to the improvement of his/her job skills will be reimbursed in accordance with the following conditions.
1. 100% reimbursement for all tuition and college assessed fees including text books needed for the completion of obtaining up to a Bachelor's Degree.
 2. A minimum of five (5) years of service shall be owed to the Township upon completion of schooling furnished at the expense of the Township in lieu of reimbursement to the Township.
 3. Reimbursement will only be paid to any Officer who maintains a "C" average grade or better and who has submitted paid receipts upon the completion of each semester to the Township Manager who will then reimburse said employee within thirty (30) days.
 4. For officers attaining degrees of higher education, the Township shall make a payment, over base salary, based on the following:
 - \$250.00 for an Associates degree
 - \$350.00 for a Bachelors degree
 - \$450.00 for a Masters degree

CHAPTER III

ARTICLE 1: NO CONFLICT PROVISIONS

Should any conflict arise between the forgoing and the Federal or State Constitution, Federal or State Law, the Ordinances of the Township of Maple Shade and New Jersey Civil Service Rules and Regulations, the latter will take precedence.

ARTICLE 2: NO VERBAL STATEMENT

This working policy agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 3: SEPARABILITY

- A.** In the event that any provisions of the Agreement between the parties shall be held by operation of law, or by court, or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall continue in full force and effect.

- B.** It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revision of such clause or clauses.

ARTICLE 4: AGENCY SHOP

- A.** The Policemen's Benevolent Association Local 267 has the right to a representative fee of 85 percent of the amount specified by law to be assessed against non-members of said organization.

- B.** The Township shall be responsible for deducting said fee from the paycheck of any employee who falls within the bargaining unit and is not a member of the Policemen's Benevolent Association Local 267, and for whom the Local ask that such a deduction be made.
 - 1.** The Township would be saved harmless from action arising out of the collection or use of said fee.

ARTICLE 5: PERIOD OF CONTRACT

- A.** This contract shall cover the period from January 1, 2004; to midnight, December 31, 2006.
- B.** All the provisions of this agreement shall be effective January 1, 2004 accept those provisions where another date is provided.
- C.** Negotiations for renewal of this contract or to the execution of a new contract shall begin on or before August 15, 2006.
- D.** All terms of this agreement shall remain in full force and effect until mutual acceptance of a superseding agreement or until such time as all legal processes have been adjudicated.

ARTICLE 6: EXECUTION OF AGREEMENT

In execution of this agreement, the Police Association Pay Committee represents that the membership of the Organization has been made aware of it's responsibilities, individually and collectively, under the agreement at a regularly scheduled meeting of the Organization and that an affirmative vote of a majority of the membership, the individuals executing this agreement have been authorized by the membership to take such action.

FOR THE TOWNSHIP OF MAPLE SHADE

FOR PBA LOCAL 267

Mayor

Nicholas A. Giannini

Township Clerk

Joseph J. Gillan

Township Manager

Roy T. Wells

Dated

Claude E. Cresong

Robert M. Lutz

