

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

VOORHEES TOWNSHIP POLICE OFFICERS

ASSOCIATION

EFFECTIVE JANUARY 1, 2009 TO DECEMBER 31, 2012

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THIS AGREEMENT made and entered into this 30th day of December, 2008, by and between the **TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey, hereinafter referred to as “**Township**” and the **VOORHEES TOWNSHIP POLICE OFFICERS ASSOCIATION**, an unincorporated labor organization, hereinafter referred to as “**Association**”.

W I T N E S S E T H:

WHEREAS, the Association has been recognized by the governing body of the Township as the collective bargaining agent for certain Police Department employees employed by the Township and negotiations having been pursued in accordance with the provisions of Title 34 of New Jersey Statutes governing negotiations and the parties hereto desiring to reduce their understanding to written form;

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

ARTICLE I
RECOGNITION

1. The Township hereby recognizes the New Jersey Fraternal Order of Police Labor Council, Inc. (the Association) as the exclusive bargaining representative for the unit of employees defined so as to mean Police Officer of the Police Department of the Township.

2. The title “policeman”; “police officer”; “patrolman”; “employee” or “officer” shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members.

ARTICLE II

NEGOTIATION PROCEDURES

1. Pursuant to New Jersey Statutes Title 34 et seq., the Township of Voorhees agrees to enter into negotiations with the Voorhees Township Police Association concerning terms and conditions of employment as defined by the New Jersey Public Employment Relations Commission.

2. The Township agrees to enter into collective negotiations with the representatives of the Voorhees Township Police Association, which has been designated the sole and exclusive agent for collective negotiations for all ranks and classifications of officers as defined in Article I - Recognition.

3. It shall be understood between the parties that only one officer from any single shift shall be allowed to participate at negotiations with the Township at no loss of pay so as to minimize the impact on the scheduled work force.

4. 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.

5. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.

6. During the term of this agreement neither party shall be required to negotiate with respect to such matters whether or not covered by this agreement whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or execute this agreement.

ARTICLE III

OFFICERS' RIGHTS AND PRIVILEGES

1. Pursuant to N.J.S.A. Title 34, Public Laws, 1968, the Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates,

collective negotiations with the Township or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

3. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such actions asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

4. Whenever any employee is required to appear before any supervisor, Township Committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay until action is taken by the Township Committee.

5. Any police officer whose action may rise to charges by the Township, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agents or agents of the Township or department. The affected officer shall be afforded all rights pursuant to U.S.S.C. decisions under Winegarten. No statement shall be taken without

first advising the affected officer of the matter or matters in which he/she is under investigation for and the officer shall have full access to counsel in any hearing or internal investigation called for by the Township.

6. The Association shall be given copies of all new departmental rules and regulations prior to their adoption by the Township and/or Police Department. The Police Association shall be notified of any modification of any existing work rule prior to its adoption and shall have the right of review and notification to the Township if this work rule is a term and condition of employment that must be negotiated prior to its implementation.

7. Each officer shall have the right to review the contents of his/her personnel files by the giving of reasonable notice to the Chief of Police. Upon completion of review by the officer, a receipt statement shall be initialed listing all documents contained within the personnel files and the date and time of the review. These documents shall remain as part of the officer's personnel files. The officer shall receive a copy of said list.

ARTICLE IV

GRIEVANCE PROCEDURE

Definition: The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by an individual, the Association on behalf of the individual or group of individuals or the Township.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this agreement.

2. Nothing herein shall be construed as limiting the rights of any officer having a grievance to discuss the matter informally with an appropriate member of the Department staff.

3. Nothing herein shall be deemed to deny the officers of their statutory or legal rights concerning discipline. Nothing herein shall be deemed to deny officers of their rights to pursue any other statutory or legal remedies pursuant to case law.

4. Steps of the Grievance Procedures:

Step 1. An aggrieved officer or the Association on behalf of an aggrieved officer or officer of the Township shall institute action under the provisions hereof within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved officer and his/her immediate supervisors for the purpose of resolving the matter informally. Failure to act within twenty (20) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step 2.

Step 2. A. In the event a satisfactory settlement has not been reached at Step 1, the grievant may, within five (5) days of the supervisor's decision, file his/her written grievance with the Chief of Police.

B. The Chief of Police shall review the matter and make a determination within ten (10) days from receipt of the grievance.

Step 3. In the event a satisfactory settlement has not been reached at Step 2, the grievant may, within five (5) days of the Chief's decision and his notice therefor, file his/her written grievance with the Association and request the Association to move this matter to a hearing with the Township Administrator/Committee. The Township Administrator shall notify the grievant and Association of a hearing date within ten (10) days of receipt of the request. In the event that a hearing is scheduled, the Township Administrator shall notify all parties in this matter of the date and time of the hearing. The grievant and the Association Representatives shall present to the Administrator the issues of the grievance. The Township Administrator/Committee shall notify the Association and grievant no later than five (5) days after the hearing of its decision.

Step 4. In the event a satisfactory settlement has not been reached at the level of the Township Administrator/Committee, the grievant may, within five (5) days' receipt of the Administration Review and Hearing, request that the Association move the matter to arbitration. If the Executive Board of the Association determines the matter to be meritorious, the Association shall move the grievance to arbitration through the Public Employment Relations Commission. The Commission upon receipt shall bind both parties through its Commission Rules and Regulations on the selection of an arbitrator to hear the matter.

The selected arbitrator shall convene both parties in this matter to hear the affected grievance. The arbitrator shall be bound by the terms of the agreement and to the application of the facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

The cost and service of the arbitrator shall be born equally by the Township and the Association. All other expenses of the arbitration proceedings shall be born by the party incurring said expenses.

Step 5. It shall be understood by the parties that either party's nonresponse to any level shall be deemed a no reply and the matter shall move to the next respective level of the procedure.

It shall be understood by the Association that all grievances shall be instituted at the level in which the appropriate relief shall be rendered.

The Association shall be a party in all grievance proceedings even if the grievant does not wish the Association to be present. Time limits on all grievances shall only be extended by written correspondence and mutual agreement of both parties.

ARTICLE V

SICK LEAVE

1. Sick leave means the absence from duty of a police officer because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease or other illness or in any emergency situation where because of a member in the immediate family (spouse and children) having an illness requiring the officer to remain at home to care for same for the household.

Each officer covered by this agreement shall receive 120 hours of sick leave per year. Sick leave shall be cumulative year to year.

2. Sick leave shall not be charged to any employee when the Township is reimbursed for the employee's salary by workers compensation

3. After 3 consecutive shifts of absence, the Township reserves the right to require acceptable medical evidence sustaining the illness. The employee agrees to cooperate with the Township including the execution of any medical authorization so as to permit the Township to verify the employee's illness.

4. Employees, shall upon retirement, be reimbursed by the Township in cash payment for accrued sick leave. This reimbursement shall be at the rate of 25% of the employee's highest daily hourly base salary rate at the time of retirement.

ARTICLE VI

INJURY LEAVE

1. In the event an employee becomes disabled by reason of injury, illness or disability from any cause and is unable to perform his/her duties, then in addition to any sick leave benefits provided for herein, he/she may be entitled to full pay for up to one (1) year pursuant to N.J.S.A. 40A:14-137.

It shall be understood pursuant to the above statute that the Township shall require verification of said injury, illness or disability by the Township physician.

2. Any employee who is injured while working must make an immediate report prior to the end of shift thereof to the immediate supervisor or as soon thereafter as possible.

3. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and

any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his/her entire salary payment or the Township shall only pay the difference.

4. Female employees shall be entitled to disability benefits for pregnancy, childbirth or related medical conditions for a period commencing four (4) weeks prior to the expected date of confinement and continuing until six (6) weeks (in the case of a normal delivery) or eight (8) weeks (if complications or caesarian section delivery) after the expected date of confinement. If, however, there are complications, said employee shall be entitled to disability benefits for up to a period of twenty-six (26) weeks including the weeks prior to the expected date of confinement. Male employees shall be entitled to paternity leave as provided under the Federal Family and Medical Leave Act of 1993 and the State of New Jersey Family Leave Act (NJFLA).

ARTICLE VII

HOLIDAYS

Officers covered by this agreement shall receive 112 hours of holiday time. Unused holiday time, not to exceed 24 hours total may be carried over into the new year for a ninety-day period, at which time the holiday time not used will be lost.

ARTICLE VIII

VACATION

1. Officer covered by this agreement shall be granted the following vacation leave:
 - A. During the first calendar year of service – eight (8) hours per month
 - B. Through completion of four (4) years of service 96 hours per year
 - C. Beginning the fifth (5) year of service up to completion of nine (9) years of service –120 hours per year
 - D. Beginning the tenth (10) year of service up to completion of fourteen (14) years of service –136 hours per year
 - E. Beginning the fifteenth (15) year of service up to completion of nineteen (19) years of service –160 hours per year
 - F. Beginning the of twentieth (20) year of service –168 hours per year

2. Officers covered by this agreement may sell back to the Township one week (40 hours) of unused vacation time per year. This provision will not carry forward to future contracts.

ARTICLE IX

TIME OFF REQUESTS

Time off requests must be submitted (3) three calendar days prior to the date that the officer is requesting off. Exceptions to this policy may be made at the discretion of the Division Commander.

ARTICLE X

RETIREMENT OR TERMINATION

PRO-RATED REIMBURSEMENT

Any employee covered under this agreement who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to holiday and vacation leave reimbursement on a pro-rated monthly basis. The officer will be compensated for the difference between the pro-rated hours earned and the hours taken. If the officer has taken more hours than hours earned, the difference will be deducted from his/her final pay.

ARTICLE XI

PAYMENT OF HIGHER RANK

Any officer who is asked to perform and does perform the work duties of an officer of higher rank shall receive the rate of salary or compensation of that higher rank after serving two (2) consecutive hours at said rank. All payment for higher rank service shall be made one time a year in the month of November.

ARTICLE XII

BULLETIN BOARD

1. The Township shall provide a bulletin board to be mounted above the officer's mailboxes for the posting of notices relating to matters and official business of

all police organizations. Only material that has been approved by the Association's Executive Board shall be posted.

2. The Township reserves the right to remove any documentation that violates the Departments' Rules and Regulations, specifically under Article IX, Sexual Harassment and any other form of documentation that is meant to demean, criticize or discriminate against any person or employee of this Township.

ARTICLE XIII

EXCHANGE OF DAYS OFF

1. The Chief or his designee may grant any reasonable request of any member of the Department to exchange hours, tour of duty or days off.

2. It is understood that such exchange of days off shall not result in the Township incurring overtime liability or affecting the present manning levels of each shift.

ARTICLE XIV

LONGEVITY

1. There shall be paid by way of a longevity payment to the employees covered by this contract the following percentage of base salary:

Completion of five (5) years up to including nine (9) years of service - 1% of base salary

Beginning the tenth (10) year up to and including fourteen (14) years of service - 1 1/2% of base salary

Beginning the fifteenth (15) year up to and including nineteen (19) years of service - 2% of base salary

Beginning the twentieth (20) year of service through retirement - 2 1/2% of base salary.

2. Any officer hired subsequent to June 28, 1992, shall not be eligible for longevity payment.

ARTICLE XV

LEGAL REPRESENTATION

1. The Township shall provide legal representation for any employee who has criminal or civil charges brought against him/her resulting from the performance of his/her duties provided that:

- A. The attorney is mutually agreed upon by the Township and the employee.
- B. The attorney's hourly fees are consistent with the normal hourly fee charged in this area.
- C. The hours spent in defending the employee are reasonable in regard to the charge against him/her.
- D. Any excess in B and C above is the responsibility of the employee.

E. There is no conflict between the employee's defense and the Township's interest.

2. The Township agrees to cover each officer with False Arrest and Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00).

3. Legal defense shall not be provided for an employee in a disciplinary hearing instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her expense.

It shall be understood that the above provision shall be in conformance as to existing Administrative Law or pertaining statutes.

ARTICLE XVI

SALARIES

Effective January 1, 2009, salaries shall be in effect for all members of the unit as set forth in the attached schedule (See Exhibit A).

Senior Officer is hereby defined as any officer who has commenced his/her 15th year of service as a Voorhees Township Police Officer. Any officer hired having already completed academy training will be placed at Step 1 on the salary guide. All steps, unless indicated otherwise, are at one-year intervals relating to the officer's anniversary date of hire.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

The workweek for all officers of this unit shall be forty (40) hours per week for every week of the work year. All hours of work beyond either the standard workday or workweek shall be treated as follows:

1. For all hours of work beyond the officer's work day or work week, the officer shall have the option of either accepting the work time as paid overtime or compensatory time which shall be calculated at the overtime rate of time and one-half (1 1/2) of the officer's base salary.

2. Overtime increments shall be calculated as follows: first 30 minutes of any employee's shift shall be without compensation; greater than 30 minutes up to an hour shall constitute one hour; anything past an hour up to 30 minutes shall be at 1 1/2 hours, with each half hour increment being rounded upwards from that point. For example, 1 hour 10 minutes shall equal 1 1/2 hours of overtime; 1 hour 46 minutes shall equal 2 hours of overtime.

3. Compensation for overtime during the week shift shall be paid in the following payroll period except for hours worked during the last three days of a payroll time frame with those payments being made on the next payroll period.

4. Overtime lists shall be prepared and posted in the department for both regular work and extra work scheduling. The overtime list shall be prepared with the most senior officer being first on the list and the most recently hired officer being last on the lists. The rate of compensation for the extra work scheduling shall be at the agreed

upon rate between the Township and employee and shall be for the amount of time set forth in the posting of this extra work duty.

5. For overtime selection purposes, the Township shall not schedule overtime when to do so would create greater than a 12-hour shift or work slot for the affected employee. For the purposes of calculating the 12 hours, the Township is only referencing Township hours of employment and not extra work scheduling.

6. The overtime lists referenced in paragraph 4 shall be posted within the department.

7. The parties agree that the present work schedules shall remain in effect and unchanged, with the exception of those officers whose schedule shall be in accordance with the Side Bar Agreement dated January 28, 2005 which has been signed by the representatives of both parties. Affected officers shall be notified of any change in their schedule thirty (30) days prior to implementation.

8. The above calculations or equation shall be in conformance with the Fair Labor Standards Acts specifications on compensatory time and overtime time.

9. The officer's workweek as assigned shall be worked in consecutive day's duration as well as his/her days off, which shall be consecutive as well.

10. Each officer agrees to work 2080 hours per year.

ARTICLE XVIII

COLLEGE CREDITS

Payments will be made for college credits accumulated at the rate of seventy-five cents (\$.75) per credit per month. Employees will not receive compensation for credits in

excess of One-hundred-twenty (120). A payment of \$650.00 annually will be made to employees with an Associate Degree in lieu of payment for college credits. Payment is to be made by November 30 annually.

ARTICLE XIX

RETIREMENT, SEPARATION AND DEATH

1. Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Township of Voorhees.
2. Any member of the Police Department who shall retire after twenty-five (25) years in the pension system shall continue to be enrolled with the Township's medical plan as per the practice of the Township.

ARTICLE XX

FUNERAL LEAVE

The Township shall allow a maximum of three (3) consecutive paid shifts of absence to any officer for death in the immediate family. "Immediate Family" shall be construed to mean spouse, including civil union partner, mother, father, stepparent, child, stepchild, foster child, sister, brother, grandparent, grandchild, aunt, uncle and current

father-, mother-, son-, daughter-,brother-, or sister-in-law. Officers may request additional time by appealing directly to the Chief of Police.

ARTICLE XXI

MILITARY LEAVE

Military leave shall be granted pursuant to state and federal statutes and regulations and Department of Personnel Regulations.

ARTICLE XXII

SCHEDULING OVERTIME

A list of all officers interested in working overtime will be made and when an overtime job is available the officers on this list shall be called first. The list shall be used in a manner such that when an officer is offered overtime and either accepts or denies the overtime, on the next availability of overtime, the next officer on the list shall be called.

ARTICLE XXIII

AGENCY FEE

1. In the event an officer terminates his/her membership in the Association or does not wish to join the Association the Township agrees to deduct the fair share fee from the earnings of that employee. Those fees will then be transmitted to the Association treasurer.

2. This fee will be equal to the amount necessary to engage in collective negotiation and arbitration, if necessary. The fee will be eighty-five percent (85%) of regular membership dues plus any moneys needed for collective bargaining and/or arbitration.

3. The Association shall hold the Township safe and harmless in any matter, which shall arise concerning any non-member under agency shop provision.

ARTICLE XXIV

CLOTHING AND UNIFORM ALLOWANCES

All officers covered by this agreement shall be entitled to the following amounts for the years as listed:

2009	\$ 1,100.00
2010	\$ 1,100.00
2011	\$ 1,100.00
2012	\$ 1,100.00

The above amounts shall be used to purchase police related items. In the event any clothing is destroyed in the line of duty, it shall be replaced by the Township.

In addition to the above, the Township shall make as part of the uniform allotment and attached to this collective agreement a bullet-proof vest for each officer, which shall be purchased by the Township as needed and be a part of the officer's initial compliment and shall be maintained by the officer.

ARTICLE XXV

MEDICAL BENEFITS

All health benefits presently in effect at the beginning of this contract will remain in full force and effect. Both the Township and Association recognize the ever-increasing cost of medical benefits and the need to continuously pursue alternative methods of providing health care coverage. The Township and the Association recognize the Township's right to change carriers for medical benefits as long as the coverage to be implemented shall be equal to or better than what is provided by the prior carrier.

The Township and the Association incorporate the existing ordinance and coverage providing medical benefits to any officer who retires from the Township and has completed twenty-five (25) years of service within the pension system as outlined by Township ordinance.

Officers hired after September 14, 1998, will be required to contribute to the cost of dependent health insurance coverage only if premium rates of their selected plan exceed the premium rates of the comparable dependent coverage of the New Jersey Plus Plan Program. The extent to which the officers contribute will be a percentage identical to the first two numerical digits in their base salary.

ARTICLE XXVI

K-9 UNIT

Any officer assigned to the K-9 unit shall receive an additional annual as follows:

2009	\$	4,250.00
2010	\$	4,250.00

2011	\$ 4,250.00
2012	\$ 4,250.00

ARTICLE XXVII

COMPENSATORY TIME

At no time during the term of this contract is accumulated compensatory time to exceed 200 hours. Personnel who notify the Township of their prospective retirement date 180 days prior to their termination will be permitted to use their accumulated compensatory time as terminal leave.

ARTICLE XXVIII

DURATION OF CONTRACT

The term of this agreement shall be January 1, 2009 to December 31, 2012.

ARTICLE XXIX

MISCELLANEOUS

1. The terms and provisions of this agreement are subject to N.J.S.A. Title 34 et seq. and the terms and conditions as herein found shall not be interpreted to limit any existing policies and benefits as granted to the employees under current Township ordinances, rules and regulations. Said policies and benefits shall continue in the manner

of existence at the time of signing of this agreement in the highest standards and applications in effect. The Township shall incur no obligations nor make any expenditures under the terms of this agreement unless such obligations or expenditures are in conformance with the laws of the State of New Jersey and the expressed agreements as found herein.

2. No agreements shall be in conflict with the expressed terms and conditions as herein found for any individual represented by this unit. The expressed provisions as contained within this agreement shall supersede any individual contract or agreement with the individual or group of officers as found within the Township employee and as represented by unit herein defined.

IN WITNESS WHEREOF, the parties thereto have affixed their hands and seals or caused their corporate seal to be affixed this _____ day of _____, 2009.

TOWNSHIP OF VOORHEES

ATTEST:

BY: _____

VOORHEES POLICE ASSOCIATION

WITNESS:

BY: _____