

2231

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWNSHIP OF VOORHEES  
AND  
VOORHEES TOWNSHIP POLICE ASSOCIATION  
EFFECTIVE JANUARY 1, 1995 TO DECEMBER 31, 1997

PREPARED BY:  
JOHN D. WADE, ESQUIRE  
1250 Chews Landing Road  
Laurel Springs, NJ 08021

THIS AGREEMENT made and entered into this            day of  
November, 1995 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 PATROLMEN  
ASSOCIATION, an unincorporated labor organization, hereinafter referred to  
as "Association".

WITNESS:

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 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 Association as the  
exclusive bargaining representative for the unit of employees defined so as to

mean Patrolmen 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 assigned as a detective.

## 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 matter 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, 1986, 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 law 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 membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Township or his 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 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 action 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 position, employment or the salary or any increments pertaining thereto, then he 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 and represent him 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 give rise to charges by the Township, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Township or department. The affected officers 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 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 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 right 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 other 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 immediate supervisor 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 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. A. 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 thereof, file his 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 after 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, then 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 effected 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 an 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 of the immediate family (spouse and children) having an illness requiring the officer to remain at home to care for same or caring for the household.

Each officer covered by this agreement shall receive fifteen (15)

sick days per year. Sick leave shall be cumulative from 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 three (3) consecutive days 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 a cash payment for sick leave which has accrued after January 1, 1978.

This reimbursement shall be at the rate of 25% of the employee's highest daily base salary at the time of retirement. Any sick time taken from January 1, 1978 until retirement shall be assessed to those days accrued prior to January 1, 1978.

#### 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 duties,

then in addition to any sick leave benefits provided for herein, he 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 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 entire salary payment or the Township shall only pay the difference.

#### ARTICLE VII HOLIDAYS

1. Holidays to equal the amount given to non-contractual full time employees, but not less than fourteen (14). Unused holidays, not to

exceed three (3) in number , may be carried into the new year for a ninety (90) days period, at which time the holidays not used will be lost.

2. Any officer who terminates his employ with the Township or whose employment is terminated by the Township shall be entitled to holiday pay on a pro rated monthly basis.

ARTICLE VIII  
VACATION

1. Officers covered by this agreement shall be granted the following vacation leave:

A. During the first calendar year of service - one (1) day per month.

B. Through completion of four (4) years of service - twelve (12) days.

C. Completion of five (5) years of service up to completion of nine (9) years of service - fifteen (15) days.

D. Completion of ten (10) years of service up to completion of fourteen (14) years of service - seventeen (17) days.

E. Completion of fifteen (15) years of service - twenty (20) days.

F. Completion of twenty (20) years of service - twenty-one (21) days.

2. Any employee who terminates his employment with the Township or whose employment is terminated by the Township shall be entitled to vacation pay on a pro rated monthly basis.

ARTICLE IX  
PAYMENT OF HIGHER RANK

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

ARTICLE X  
BULLETIN BOARD

The Township shall provide a bulletin board to be mounted in the ready room 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 on this board.

ARTICLE XI

EXCHANGE OF DAYS OFF

1. The Chief or his designee may grant any reasonable request of any member of the Department to exchange hours, tours 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 XII  
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:

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

Commencement of ten (10) years up to and including fourteen (14) years of service - 1 1/2% of base salary

Commencement of fifteen (15) years up to and including nineteen (19) years of service - 2% of base salary

Commencement of twenty (20) years of service through retirement - 2 1/2% of base salary.



2. Any officers hired subsequent to June 29, 1992 shall not be eligible for longevity payments

ARTICLE XIII  
LEGAL REPRESENTATION

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

D. Any excess in B and C above are 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 minimal 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 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 shall be reimbursed for the expense of his defense.

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

ARTICLE XIV  
SALARIES AND DIFFERENTIALS

1. Salaries:

Effective January 1, 1995 the following salaries shall be in effect for all members of the unit as defined under Article I:

Academy	\$23,500
Step 1	\$30,694
Step 2	\$35,020
Step 3	\$41,200
Step 4	\$49,204
Senior Officer	\$50,189

The following salaries shall be in effect from January 1, 1996 through December 31, 1996:

First six months	\$24,323
Second six months	\$28,045
Step 1	\$31,768
Step 2	\$36,246
Step 3	\$42,642
Step 4	\$50,926
Senior Officer	\$51,946

The following salaries shall be in effect from January 1, 1997 through December 31, 1997:

First six months	\$25,174
Second six months	\$29,027
Step 1	\$32,880
Step 2	\$37,515
Step 3	\$44,135
Step 4	\$52,708
Senior Officer	\$53,764

For year 1995 it shall be understood that an officer shall remain at the academy step until completion of the academy at which time he will then be placed on Step 1.

Senior Officer is hereby defined as any officer who has completed his 15th year of service as a Voorhees Township Patrolman.

All movement on guide for the guide in effect at that time shall be on the officer's anniversary date of hire with the Township.

## 2. Shift Differentials

Shift differentials to be paid by December 31 of calendar years

1995 and 1996 are at the following rates:

2% for 3:00 p.m. to 11:00 p.m. shift

4% for 11:00 p.m. to 7:00 a.m. shift

Shift differentials to be paid by December 31 of calendar year

1997 shall be at the rate of 3% for all employees across the board.

### ARTICLE XV SPECIAL ASSIGNMENT PAY

Association members assigned to special day-time assignments and therefore not eligible for shift differential are to be paid by December 31 of each year an amount equivalent to shift differential.

### ARTICLE XVI HOURS OF WORK AND OVERTIME

The work week 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 work day or work week 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. The parties agree that present work schedule shall remain in effect and unchanged. The Township reserves the right to make any change in the schedule; however, any change in schedule shall be made known to the affected officers within thirty (30) days prior to implementation.

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

4. The officer's work week as assigned shall be worked in consecutive days duration as well as his days off which shall be consecutive as well.

#### ARTICLE XVII COURT ATTENDANCE

Effective January 1, 1995 through December 31, 1997 the following amounts will be paid to all officers for attendance at all court appearances. A flat fee sum annually paid as follows:

1995 - \$750.00

1996 - \$800.00

1997 - \$800.00.

The above amounts shall be paid pursuant to the practices between the parties.

ARTICLE XVIII  
COLLEGE CREDITS

Payments will be made every six (6) months 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 sixty-four (64). Payment is to be made by June 30 and December 31 of each year. A payment of \$650.00 will be made to employees with an Associate Degree in lieu of payment for college credits. Payment is to be made by December 31 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.

3. Any officer who completes twenty-two (22) years of service and wishes to retire on some date beyond his twenty-five (25) year of service shall have the option of converting his clothing maintenance, college and court payments and shift differential as contained within this agreement into his base salary. Any officer who intends to utilize this bonus must notify the Township in writing of his intent to exercise this option and evidence in writing his retirement date.

ARTICLE XX  
FUNERAL LEAVE

The Township shall allow three (3) days of paid leave of absence to any officer for death in the immediate family. "Immediate family" shall be construed to mean spouse, mother, father, sister, brother, son, daughter, grandparent, grandchild.

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 lists 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. The attached Side Bar concerning procedural specification on overtime shall be incorporated as outlined.

ARTICLE XXIII  
AGENCY FEE

1. In the event an officer terminates his 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 those employees. Those fees will then be transmitted to the Association treasurer.

2. This fee will be equal to the amount necessary to engage in collective negotiations and arbitration if necessary. The fee will be eighty-five percent (85%) of regular membership dues plus any monies 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 ALLOWANCE

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

1995 - \$800.00

1996 - \$800.00

1997 - \$800.00

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 part of the officer's initial compliment and shall be maintained by the officer.

ARTICLE XXV  
CLOTHING MAINTENANCE

Each officer covered by this agreement shall be entitled to a clothing maintenance allowance for the years as listed below:

1995 - \$700.00

1996 - \$750.00

1997 - \$750.00 ,

The above allowance shall be paid pursuant to the practice of the Township.

ARTICLE XXVI  
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 retains the right under law to name or identify the insurance carrier but it may not unilaterally change the carrier if it would effect the existing levels of coverage afforded the employees.~~ 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.

ARTICLE XXVII  
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 within the individual or group of officers as found within the Township employ 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 the day and year

first above written.

TOWNSHIP OF VOORHEES

ATTEST:

\_\_\_\_\_ BY: \_\_\_\_\_

VOORHEES POLICE ASSOCIATION

WITNESS:

\_\_\_\_\_ BY: \_\_\_\_\_

## SIDE BAR AGREEMENT

1. 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.

2. 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.

3. 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 list.

Any assignment for extra work scheduling shall not impact on the number of Township hours scheduled for overtime consideration by the Township. The rate of compensation for the extra work scheduling shall be

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

4. All employees covered under the terms of this agreement shall select by December 1 of each preceding year whether they are to be compensated in compensation time or overtime pay for the first six month time period and by June 1 for the second half of the time period and shall continue in twice yearly selection at those dates for each successive year of the contract. In the event the Township does not receive an employee's selection by the time period specified, then the Township shall assume that the employee has elected to receive compensatory time.

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 effected employee. For 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 3 shall be posted within the department.

The terms and conditions contained herein are hereby agreed to