

COLLECTIVE NEGOTIATIONS AGREEMENT

between

CINNAMINSON TOWNSHIP (DEPARTMENT OF PUBLIC SAFETY)

and

CINNAMINSON POLICE ASSOCIATION - SUPERVISORS UNIT

January 1, 2023 through December 31, 2026

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PREAMBLE

THIS AGREEMENT made by and between CINNAMINSON TOWNSHIP (Department of Public Safety) (hereinafter referred to as the "Township") and CINNAMINSON POLICE ASSOCIATION-SUPERVISORS UNIT (hereinafter referred to as the "Association").

ARTICLE 1
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or Agreement between the Township and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE 2
RECOGNITION CLAUSE

A. The Township hereby recognizes the Association as the exclusive bargaining agent on wages, hours, rates of pay and working conditions for employees in the Department of Public Safety holding the titles of Police Sergeant, Detective Sergeant, Lieutenants and Captains, and excluding all Police Officers, Detectives, Crossing Guards, Special Police Officers, Clerical, Chief of Police and Chief of Police. The Association agrees to advise the Township in writing of the named of officials of the Association and to keep such listing up to date.

B. Pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws of 1974, the parties hereby agree that every member of the negotiation unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from any of the foregoing. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township, and the Association, undertake and agree that they shall not discourage or deprive or coerce any member of the negotiating unit in the enjoyment of any rights conferred by the above mentioned statutes or by any other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey, or the United States Constitution; that they shall not discriminate against any members of the unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the Association, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this Agreement, or failure to do so, with respect to any terms and conditions of employment.

C. Nothing contained herein shall be construed to deny or restrict any member of the negotiating unit such rights as she or he may have under any of the above mentioned statutes or constitutions, or any other applicable laws and regulations.

ARTICLE 3
MANAGEMENT'S RIGHTS CLAUSE

- A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the forgoing, and the following rights:
1. The executive management and administration control of the Township Government and its properties and facilities and the activities of its employees;
 2. To fully determine, direct, control and/or utilize its work force and equipment; to establish rules and regulations; to maintain employee discipline and efficiency; to protect its operations and public relations; to discipline and discharge employees for just cause according to law; and to determine the means, methods, processes, procedures and schedules;
 3. Subject to the provisions of the Civil Service Commission, applicable law and to the extent not otherwise abridged by this collective negotiations agreement, to hire all employees, to determine their qualifications, and to promote, transfer, assign and discipline employees for just cause.
- B. The exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States of America.

ARTICLE 4
NO-STRIKE, NO LOCK OUT

- A. Both the Township and the Association and its members recognize that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township and both parties pledge to cooperate in realizing said goal.
- B. Neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown, or walkout against the Township. Such action would constitute a material breach of this Agreement.
- C. The Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by another employee or group of employees of the Township.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activities by any Association member or any employee represented by the Association shall constitute grounds for appropriate disciplinary action, including discharge, in accordance with the provisions of NJSA 40A:14-147 et seq., if applicable.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of any breach of this Article by the Association, its members, or employees represented by the Association.

F. During the term of this Agreement, the Township agrees that there will be no lockout of employees.

ARTICLE 5
SALARIES AND WAGES

A Salaries and wages for all unit employees shall be as follows, based on a forty-two (42) work week or Eighty-four (84) hours in a pay period.

Sergeant Guide

	1	2	3	4	<u>Off Guide</u>
	\$128,000.00	\$134,000.00	\$140,000.00	\$146,000.00	3.25%
		2023	2024	2025	2026
Lieutenant		\$154,000.00	3.25%	3.25%	3.25%
		2023	2024	2025	2026
Captain		\$162,000.00	3.25%	3.25%	3.25%

B. Progression through the step guide will take place on January 1 of each year after reaching step 1.

C. Salaries or wages shall be increased to the next level providing the employee has successfully completed the time and job performance requirements of the preceding level to the satisfaction and the approval of the Chief of Police.

D. In no event will promotions, demotions or transfers be made for any capricious or arbitrary reason; Provided, however, that any claim that the Township has acted in a capricious or arbitrary fashion as aforesaid, shall, where appropriate, be subject to review through Step 2 of the grievance procedure established in Article 9 of this Agreement as well as applicable Civil Service and/or judicial procedures.

- E. The straight time hourly rate of employees on an annualized salary basis shall be determined by dividing their current annualized base salary by 2,184.
- F. Salaries and wages shall be paid bi-weekly beginning February 17, 2023.
- G. All covered employees who were employed by the Township on or after January 1, 2023 shall receive a retroactive adjustment.

ARTICLE 6
PROBATIONARY EMPLOYEES

A newly promoted bargaining unit member will be a probationary employee in accordance with the working test period established by the Civil Service Regulations. Any period of extended absence greater than 15 days shall extend the probationary period by the length of absence.

ARTICLE 7
SENIORITY-DEFINITION & TERMINATION

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause;
- B. Resignation;
- C. Failure to return promptly upon expiration of an authorized leave which will not exceed thirteen (13) months, except for military leave as provided for in this Agreement;
- D. Failure to return to work after a recall from layoff;
- E. Absence for five (5) consecutive working days without leave or notice;
- F. Failure to be properly certified under current Civil Service Rules, if applicable;
- G. Death;
- H. Retirement;
- I. Absence for any reason in excess of thirteen (13) months, except for a Workers' Compensation case connected with the Township, in which case seniority shall continue for a period up to two (2) years,

ARTICLE 8

CHECKOFF OFF ASSOCIATION DUES

A The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with applicable law. The Township shall promptly remit quarterly any and all amounts so deducted, along with a list of such deductions to the Secretary/Treasurer of the Association.

B If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township new authorizations from its members, showing the authorized deductions for each member. Said notice of change is to be made to the Township at least thirty (30) days prior to the effective date of change.

C The Association will provide the necessary check-off authorizations and deliver them to the Township. The Association shall indemnify, defend and save the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorizations submitted by the Association to the Township.

ARTICLE 9

GRIEVANCE PROCEDURE

A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees.

Such a dispute shall be defined as a grievance under this Agreement and must be filed by the grievant within 20 days of its alleged occurrence and be processed in accordance with the following steps, time limits and conditions herein set forth. The grievance and its answer(s) will be in writing. The parties agree that pending the raising, processing, and settlement of a grievance and during the term of this Agreement, there shall be no slowdown, stoppage or other interference with work or operations as provided for in this Agreement.

The term grievance as used herein shall not refer to any matter which was sought but not obtained at the bargaining table during the negotiations that led to the instant Agreement. No grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein, but neither employer nor employee shall be limited or restricted in its right to seek and obtain such other administrative or judicial relief as it may be entitled to have in law or in equity in the event of the existence of such a dispute.

Step 1 A meeting between the aggrieved employee, who may be represented by another off

duty member of the Association or other Association representative, and the Chief of Police at a time mutually agreed upon. If no satisfactory agreement is reached within ten (10) days of the meeting, then

Step 2. A meeting between the aggrieved employee, who may be represented by another off duty member of the Association or other Association representative, in conference with the Designee from Township Committee at a time to be mutually agreed upon. Should no acceptable agreement be reached within an additional twenty (20) days of the meeting, then the matter may be referred to arbitration by the Township or the Association only.

* Either the Association or the Township may have witnesses whose testimony is relevant at Step I or Step 2 meetings. Any witnesses' attendance will be limited, however, to the time required to present their testimony.

Step 3 Arbitration

a. If the grievance is not settled at Step 2, then either party may, upon written demand given to the other party, submit said grievance to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission ("PERC"), within twenty (20) days of the Step 2 response. No grievance may be submitted for arbitration hereunder unless it has been so authorized by the Association Executive Board. The arbitration shall be heard before an arbitrator duly selected under the PERC rules. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The arbitrator shall decide the dispute and render his/her award in writing and the award shall be final and binding on the parties, subject to applicable review procedures before PERC and/or the judiciary. Each party shall bear the expenses of its representatives and witnesses; and the fees and expenses of the arbitrator shall be borne equally by the parties. In no event can an award be retroactive to a date earlier than ten (10) working days of the grievance, prior to the date the grievance was first submitted at Step I.

b. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed findings of fact and reasons for the award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

B. At all steps of the grievance procedure the Association and the Township shall disclose all information relied upon and the remedy sought.

C. If the Township claims that the Association has violated any provision of the Agreement, it may present such claim to the Association in writing; and if the parties fail to settle it, the Township may appeal it in accordance with the arbitration article of this agreement.

D. In the event the aggrieved elects to pursue recourse under Civil Service Commission Rules, if applicable, for a remedy to his grievance, then no recourse to arbitration will be available and the grievance will be withdrawn.

E. If a grievance is not appealed by the Association from one step to the next step or to arbitration within the time limits specified for each step, or as mutually extended, the grievance shall be considered on the basis of the last decision of the Township and shall not be eligible for further appeal.

ARTICLE 10
WORKDAY AND WORKWEEK

The normal work day shall be as determined by the Chief of Police. For Sergeants, Lieutenants and Captains, the work week will be 42 hours or 84 hours in a pay period. For Patrol Sergeants, the work week will be based on a 12 hour shift scheduled three days in one week of a 14 day cycle and four days in a second week of the 14 day cycle, for 84 hours of scheduled work over the 14 day cycle.

ARTICLE 11
OVERTIME, ON-CALL AND COMPENSATORY TIME

A. An employee eligible for overtime pay who works more than their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times his/her regular base rate of pay for the actual hours worked in excess of 84 hours worked within a pay period. For purposes of calculating overtime, actual hours worked includes all time except for sick leave. With respect to the calculation of premium pay, any overtime hours forced by management shall always be paid at the applicable overtime rate. Any overtime hours worked on a voluntary basis shall be paid at straight time, unless the employee meets the threshold of 84 hours worked in a pay period, excluding sick time, in which case those hours shall be paid at the applicable overtime rate. Example below:

Employee A - Schedule

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>	<u>Day 6</u>	<u>Day 7</u>
		12	12			12
<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>	<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>
12	12			12	12	

Employee A - Time Sheet

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>	<u>Day 4</u>	<u>Day 5</u>	<u>Day 6</u>	<u>Day 7</u>
		12	12		12 (OT)	Sick
<u>Day 8</u>	<u>Day 9</u>	<u>Day 10</u>	<u>Day 11</u>	<u>Day 12</u>	<u>Day 13</u>	<u>Day 14</u>
12	12		12 (OT)	12	12	

In this scenario, Employee A was scheduled for 84 hours of work in the pay period. During the pay period, Employee A utilized 12 hours of sick time. Employee A worked 24 hours of voluntary overtime in the pay period. Since Employee A utilized 12 hours of sick time in the pay period, Employee A is paid 12 hours of overtime at the straight time rate and 12 hours of overtime at the premium time rate.

B. Employees who are required to work on a scheduled day-off shall be paid one and one-half (1½) times their straight time hourly rate for the actual hours worked.

C. Duty Week Detective Increase. Each Detective Sergeant assigned to an on-call duty week shall be paid a stipend of \$250.

D. The Fair Labor Standards Act concerning overtime shall be complied with by the Township. Lieutenants and Captains are not entitled to overtime.

E. Un-worked hours that are paid for by the Township for Emergency Administrative Day, Military Service Leave, Funeral Leave, Holidays and Vacation Days shall be considered as time worked for purposes of computing overtime in that calendar week.

F. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose of determining overtime liability under the same or any other provisions.

G. Any employee who is required to work outside of their normally scheduled working hours, either by the direction of a superior officer or as a result of their position, shall be paid a minimum of 4 hours for their time.

H. In lieu of being paid overtime, members shall be eligible, at their request, to accumulate a maximum of 104 hours of compensatory time per calendar year at the rate of one and one-half hours off for each hour of overtime worked. The Chief of Police may approve carryover of unused compensation time to be used by June 30 of the succeeding year. A member may sell back unused compensatory time at the conclusion of each calendar year, with notice to the Township of such sell back no later than December 15th of the year. Upon any promotion, an officer will be paid for any unused compensation time at the rate of his/her existing rank prior to the promotion. If an employee is laid off or retires, the employee is entitled to payment of accumulated and unused compensatory time.

ARTICLE 12 **BENEFITS**

A. The Township will continue to provide Hospitalization, Pension, Life and Police Liability Insurance at current levels and payroll deductions, subject to the provisions of this Article, for all regular full-time employees who have completed at least ninety (90) days of employment.

B. The Township further agrees to provide all regular full-time unit employees, together with their eligible dependents, with the NJ State Health Benefits Program (SHBP).

Prescriptions will be provided under the SHBP as a component of the Medical coverage options. There will be no separate enhanced prescription plan.

There will be no additional premium cost sharing over the life of this contract above the schedule contained in Chapter 78. Covered employees may choose from any option provided in the SHBP without penalty, per the schedule contained in Chapter 78. The Township will provide a dental plan for all regular full-time employees.

C. The Township will provide a dental plan for all regular full-time employees.

D. Upon retirement with at least six (6) months advance notice thereof, a regular full-time unit employee shall be reimbursed for unused sick days at full value up to the maximum amount of \$15,000. As used in this paragraph, the term "retirement" shall mean service retirement, special retirement, ordinary disability retirement, or accidental disability retirement, as the foregoing phrases are defined by the statutes and regulations governing the New Jersey Police and Fireman's Retirement System.

Regular full time employees hired after January 1, 2010 shall not be eligible for payment of unused sick days upon retirement. However, they will be eligible for selling back unused sick time in accordance with Article 13 (B) below and only if allowed by applicable law.

E. 1. Current Retirees and Current Employees with 20 or More Years of Service as of June 28, 2011

Employees retiring from the New Jersey Police and Fireman's Retirement System (PFRS) upon twenty-five (25) years of service in the PFRS, including a minimum of fifteen (15) years of full time service with Cinnaminson Township shall be eligible to enroll in the Township's current plan and receive the current benefit package, up to and including family coverage, that is being offered by the Township, to be paid in full by the Township for a maximum of 15 years following retirement, until they reach the age of sixty-five (65).

2. All Other Employees

Employees retiring from the PFRS upon twenty-five (25) years of service in the PFRS, including a minimum of fifteen (15) years of full time service with Cinnaminson Township, shall be eligible to enroll in the Township's current plan and receive the current benefit package, up to and including family coverage, that is being offered by the Township, for a maximum of 15 years following retirement, until they reach the age of sixty-five (65). Premium cost sharing shall be consistent with the schedule contained in P.L. 2011, Chapter 78. There shall be no additional premium cost sharing above that required by the schedule contained in P.L. 2011, Chapter 78.

The above benefit will be extended to any employee released from employment because of a certified

permanent disability occurred as a direct result of his employ with the Township in the line of duty.

In all cases, on an annual basis, a retired employee will be required to sign a certification setting forth, under the penalty of perjury, that he/she or his/her spouse are not enrolled in an alternate health benefits program.

Further, the retired employee's level of coverage (i.e., single, husband/wife, family, etc.) during the entire 15 year eligibility period shall be no greater than the employee's actual level of coverage at time of retirement.

F. The Township retains the right to change to any other insurance carrier or insurance vehicle as long as the coverage provided by the new carrier or new vehicle is substantially similar to the coverage provided by the previous carrier or vehicle. If the Township intends to change carriers or vehicles as aforesaid, the Township shall first give the Association written notice of its intention, and the Association shall have thirty (30) days after receipt of such notice to file a written objection with the Township indicating that the Association disputes the fact that the proposed new coverage is substantially similar not equal or better to the previous coverage. To be timely and effective, such notice from the Association shall set forth the specific grounds upon which the Association bases its contention that the coverage is not substantially similar. If the Township disagrees with the Association's objections, the dispute may be submitted to expedited arbitration under the auspices of the Public Employment Relations Commission, with the fees and expenses of such expedited arbitration to be shared equally by the parties.

G. The Township shall enroll its employees into the New Jersey Temporary Disability Benefits Plan. Employer and employee contributions to the cost of the plan shall be as established by the Plan.

H. Benefits for Officers Killed in the Line of Duty: The Township shall pay 100% of the premiums of the medical, prescription and/or dental benefits of the plan that is then currently in place for bargaining unit members of the Township for a surviving spouse/civil union partner and dependent family members of a regular full time employee who is killed in the line of duty. This payment will be for the benefit levels of the employee at the time of death and is conditional upon the spouse/civil union partner and/or dependent family being covered under the employee's plan at time of death. This benefit will end upon: 1) the remarriage of the surviving spouse/civil union partner; 2) the surviving spouse/civil union partner being eligible for coverage through his/her own employer; or 3) the surviving spouse/civil union partner becoming eligible for coverage through Medicare. Coverage for dependents will remain for as long as allowed under the the current medical plan.

In addition, the Township will provide reimbursement of funeral expenses up to \$7,500 to the surviving family for any line of duty death after all other insurance is utilized.

I. The family, including spouse/civil union partner and all dependents, of an officer killed in the line of duty shall be compensated for the full amount of accrued time accumulated

by that officer up to and until the time of death, including only compensatory time and vacation time should the officer in question be eligible for such a benefit.

ARTICLE 13
SICK LEAVE AND EMERGENCY LEAVE DAYS

A. Employees shall be entitled to up to fifteen (15) hours of paid sick leave for each full month of service on the following basis:

- (1) Pay shall be based upon the employee's base hourly rate for any day of absence and up to a maximum of eighty-four (84) times the employee's base hourly rate for each 2 week work schedule.
- (2) Pay shall be for non-occupational accident or sickness only except that an occupational accident suffered while in the employee of the Township shall be covered.
- (3) The amount received shall be reduced by any other wage continuation sources to which the employee may be entitled for the same period and in no event will the employee receive more than his base hourly rate times the appropriate hours.
- (4) To be eligible for any payment under this section or to be eligible for return to work, the employee must be unable to work on the day(s) in question and submit to a physician or other expert as directed by the Township to substantiate the nature and severity of the accident or sickness.
- (5) Pay will be considered for regular work days only and will not duplicate payment of any other provision under this Agreement;
- (6) Abuse of the provisions of this sick pay section shall subject the employee to disciplinary action.
- (7) The sick pay allowances under this section are, except to the extent sick days are sold back under subparagraph (b), cumulative from year-to-year. Subject to the provisions of Article XII, paragraph E, the cumulative sick pay allowances are completely forfeited when, for any reason, employment terminates with the Township.

B. Annually, pursuant to N.J.S.A. 11A:6-19.2, on an annual basis, an employee hired prior to May 21, 2010 and in good standing, who used sixty (60) hours or less of sick time in a calendar year, may elect to seek reimbursement from the Township for unused sick time. Said reimbursement shall be limited annually to sixty (60) hours. Requests shall be made by December 1 to the Chief of Police for reimbursement of the prior year's missed time and shall be reimbursed in the last paycheck in December or first paycheck in January at the rate of pay for the period to which the time was earned (the immediate prior year). The reimbursement is subject to normal payroll deductions. If the employee is paid for unused sick days but then uses time that results in being ineligible for payment, the employee will be docked those funds from his/her next paycheck.

1. "Good standing" is defined to mean an employee who has not received any major discipline as defined by the New Jersey Civil Service Commission.

2. An employee who is currently under investigation for any incident that could rise to the level of suspension or higher and has yet to receive his/her punitive determination as of the last day of that particular calendar year, will still be considered in "Good Standing" for that year in question.

3. An employee will be entitled to one emergency administrative day. At least one hour notice prior to start of shift is required. The emergency administrative day cannot be used before or after holiday or to extend vacation unless in exigent circumstances and approved by the Chief of Police. Any unused day cannot be carried over.

ARTICLE 14
MILITARY SERVICE LEAVE

All military leaves shall be granted by the Township in conformance with state and federal law.

ARTICLE 15
JURY DUTY

A regular full-time employee who has completed at least ninety (90) days of employment who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between eight (8) times his straight time hourly rate of pay and the pay he received for jury services for each day he serves, subject to the following conditions:

- A. The employee must notify the Chief of Police immediately upon receipt of a summons for jury service;
- B. This Article does not apply where an employee voluntarily seeks jury service;
- C. No reimbursement of wages will be made for jury service for any period for which he otherwise receives pay under this Agreement; and
- D. At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE 16
BEREAVEMENT LEAVE

A. A regular full-time employee who has completed at least ninety (90) days of employment will be excused from work because of death in his immediate family as defined below, and shall be paid for each day of absence from his regularly scheduled working days up to three (3) days. One (1) day

shall be used for the funeral service. The remaining two (2) days must be used within thirty (30) days of death.

B. Immediate family is defined to mean parents, step-parents, grandparents, children, step-children, spouse, brother, sister, mother-in-law, father-in-law.

C. One day of Bereavement Leave may be taken for the death of a niece, nephew, aunt or uncle.

ARTICLE 17
HOLIDAYS

A. The holidays recognized as covered by this Agreement shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving
Memorial Day	Christmas
Independence Day	Juneteenth

A1. When an operational or investigative need arises on a scheduled holiday the Lieutenant may authorize a Detective Sergeant to work a holiday. In that event, the Detective Sergeant will reschedule the holiday to another scheduled work day in the same calendar year as approved by the Lieutenant.

A.2 When an operational or investigative need arises on a scheduled holiday the Chief of Police may authorize a Lieutenant or Captain to work a holiday. In that event, the Lieutenant or Captain will reschedule the holiday to another scheduled work day in the same calendar year as approved by the Chief of Police.

ARTICLE 18
VACATIONS

A.1. For employees working a 12 hour workday or a 42 hour workweek, the vacation schedules shall be as follows:

Years 2 through 5:	13 (12 hr) days= 156 hours
Years 6 through 10:	14 (12 hr) days= 168 hours
Years 11 through 15:	15 (12 hr) days= 180 hours
Years 16 through 20:	17 (12 hr) days= 204 hours
Years 21 or more:	21 (12hr) days= 252 hours

A.2 Vacation may be taken during the same calendar year in which it is accrued.

B. Generally, all vacation days must be used in the then current calendar year. However, up to sixty (60) hours of unused vacation time may be carried over to the following calendar year for meritorious reasons, subject to the approval of the Chief of Police. If two (2) or more employees request the same period as vacation, the Chief of Police will give preference, subject to manning and operational needs, in order of seniority. Determinations concerning the Township's manning and operational needs shall be made in accordance with managerial prerogatives.

C. An employee shall be paid all accrued and unused vacation time upon severance of employment, including retirement. The amount paid to a retiring employee shall be prorated based upon the amount of time worked in the year of retirement. (Example: employee receives 25% of 2023 vacation time if retiring on March 31, 2023.) However, if an employee leaves the Township's employ for any reason and has utilized more than the amount of vacation to which he is entitled on a pro rata basis, the value of the excess vacation used shall be deducted from the employee's last pay check. The above does not apply to: 1) employees in their last year of employment who are retiring within the meaning of the PFRS statutes and regulations (other than deferred retirement); or 2) employees subject to layoff. Upon notice of layoff, no employee can use unearned vacation time.

D. Employees in good standing shall have the option of receiving payment for any unused vacation time up to a total of sixty (60) hours per calendar year. Such payment may only be authorized by the Chief of Police upon request in writing submitted by December 1. Payment shall be made in the last paycheck in December or first paycheck in January at the rate of pay for the period to which the time was earned (the immediate prior year). The payment is subject to normal payroll deductions. If the employee is paid for unused vacation days but then uses time that results in being ineligible for payment, the employee will be docked those funds from his/her next paycheck.

1. "Good standing" is defined to mean an employee who has not received major discipline as defined by the New Jersey Civil Service Commission.
2. An employee who is currently under investigation for any incident that could rise to the level of suspension or higher and has yet to receive his/her punitive determination as of the last day of that particular calendar year, will still be considered in "Good Standing" for that year in question.

ARTICLE 19
LEAVE OF ABSENCE

- A. A regular full-time employee who has completed his or her probationary period desiring a leave of absence without pay or any other benefit from the Township shall make his or her request in writing, with reasons, to the Township. The length of the leave of absence shall be for up to thirty (30) days, but may be extended up to a maximum of one (1) year.
- B. Permission for the leave or extension must be secured from the Township with notice to the Association. The Township reserves the complete authority to accept or reject the request. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in termination of employment.
- C. Leaves shall also be granted upon request to those employees who are eligible for leaves under the New Jersey and/or Federal Family Leave Acts, as the case may be.

ARTICLE 20
CLOTHING AND EQUIPMENT ALLOWANCE

- A. The Township will provide, through purchase order, a uniform allowance of up to \$1,100 ('23), \$1,200 ('24), \$1,300 ('25), and \$1,400 ('26).

No expenditure shall be made by the Township unless and until the specific uniform or clothing item which has been requested shall have been approved by the Chief of Police. In passing upon such requests as they may relate to the replacement of existing items, the Chief of Police shall be guided by the principles of replacement on a fair wear and tear basis and/or demonstrable substantial need. In passing upon such requests as they may relate to the quantity of items (as opposed to replacement of existing items), the Chief of Police shall be guided by the principle of demonstrable substantial need.

The parties expressly recognize that it is the Township's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms

or adhere to other dress requirements, and if so, the nature of and type of uniform or other dress article to be worn. With regard to the exercise of the foregoing right, the Township shall maintain and provide to the Association a current written list, which it shall have the right to develop and/or revise unilaterally, of the nature and type of uniforms or other dress articles referred to above. The Association shall have the right at any time to request and explain any proposed changes or additions to such list, it being expressly understood that the Association's right constitutes input only and that the Township's ultimate determination is neither grievable, arbitable nor negotiable.

B. Any clothing and equipment change as instituted by the Department shall be at Township's expense and not as part of an officer allotment or allowance. The Township shall replace employees' bullet proof vests every five (5) years as their use expiration dates are reached. The Township shall pay 100% of the cost of such replacement vests.

C. Employees using their private cars for Township business approved by the Chief of Police shall be compensated at the rate authorized by current State law. This shall represent compensation in full payment thereof.

ARTICLE 21 **DEPARTMENT OFFICER IN CHARGE**

An Acting Officer in Charge ("OIC") may be selected at the discretion of the Chief of Police. The compensation for the Acting OIC shall be \$100.00 per day. Should the position of Chief of Police become vacant, the Appropriate Authority shall appoint an OIC until a new Chief of Police is appointed. The appointed OIC shall receive additional prorated annual compensation in the amount of \$6,000.00.

ARTICLE 22 **EDUCATION**

A. Employees shall be entitled to payments for approved college credits at the rate of one (\$1) dollar per semester credit per month; however, no member shall receive more than sixty (60) semester credits per month for college credits earned. Prior approval of college credits or additional college credits, but in no event over sixty (60) credits, must be obtained from the Chief of Police. The Chief of Police shall require proof that college credits have been earned in connection with all applications for payment. The liability of the Township for payment of college credits shall be limited to the calendar year in which said request is received and approved.

B. The parties agree to reopen this Agreement in regard to tuition reimbursement only in the event that the Township adopts a tuition reimbursement program for other employees.

ARTICLE 23
USE OF TOWNSHIP PROPERTY & FACILITIES

- A. The Association may make reasonable requests of the Township to use facilities of the Township for Association related activities. The Association assumes responsibility for such use and any additional costs which are incurred because of such use. Such requests shall include the use of computers, typewriters, duplicating equipment, calculators and meeting rooms when facilities and equipment are not otherwise being used. Approval of such requests will not be unreasonably withheld.
- B. The Association may continue to use a designated Bulletin Board on the Township premises for posting of official notices only. Such notices shall not be of a controversial political nature and shall be submitted to the Chief of Police for approval before posting. Placement of such notice shall be accomplished only through the Association's president, vice-president, secretary or treasurer. All such notices must be removed from the designated Bulletin Board in timely fashion. Failure to conform to the foregoing provisions shall constitute grounds for the activation of the grievance procedure as set forth in Article IX herein, at which time the Township may seek an appropriate sanction, which sanction may include, if necessary, revocation of the privilege contained herein.
- C. It is expressly understood that the police department blackboard shall not be available for use the Association or any other organization, but is intended solely official police business.

ARTICLE 24
DISCRIMINATION

- A. Neither the Township nor the Association shall discriminate against any protected category under federal or state law.
- B. Where the male gender is used in this Agreement, it is understood that it applies to both genders.
- C. Employees shall be notified of any derogatory information being placed in their employment records. Employees shall have the opportunity to submit a rebuttal in response thereto.

ARTICLE 25
MISCELLANEOUS

- A. **Duty Weapon Upon Retirement** - A retiring bargaining unit member is eligible to receive his/her weapon upon retirement. The member must submit a letter of intent to purchase the weapon within 90 days of the effective date of retirement and must complete the entire firearms transaction within 6 months of retirement. Once the six month period has expired, the member is no longer entitled to receive his/her weapon. This period may be extended in extenuating circumstances. He/she shall be solely responsible for and has an ongoing duty to comply with all local ordinances and all state and federal statutes and regulations governing the registration, possession and use of such weapon.
- B. Officers assigned to K-9, Field Training Officers (FTO) and Emergency Medical Technicians (EMT) shall receive the following stipends to be paid over 26 bi-weekly pay periods:

K-9 \$3,000

FTO 2023-2026 \$1000

EMT \$1,000

In addition, the K-9 officer will receive 12 hours of compensatory time per year to cover any training that is required off-duty.

ARTICLE 26
RESERVATION OF RIGHTS

The Township and the Association recognize that the titles of Police Sergeant and Detective Sergeant have formerly been included in the bargaining unit represented by the Cinnaminson Police Association. The Township and the Association further recognize that the movement of the Police Sergeant and Detective Sergeant titles from the Cinnaminson Police Association to the Cinnaminson Police Association-Supervisors Unit shall not impact the respective rights and/or obligations of each party, and that the Township and the Association reserve all rights and obligations.

ARTICLE 27
WAIVER

The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future and shall not constitute a modification of this Agreement.

ARTICLE 28
SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of the Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable.

ARTICLE 29
TERM OF AGREEMENT

A. This Agreement shall be in full force and effect for a term of five (5) years, from January 1, 2023 until midnight December 31, 2026, and from year to year thereafter, subject to written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred and five (105) days prior to December 31, 2026, or any December 31 thereafter in the event of the automatic renewal of this Agreement. Only

those employees on the Township's active payroll on or after January 1, 2023 shall be eligible for retroactive payment of the economic increases set forth herein, provided that any employee who filed state retirement papers prior to said date shall be eligible for retroactive payment.

B. Accordingly, the parties expressly waive the right during the term of this Agreement to demand, discuss, negotiate upon any subject matter, whether such subject matter has or has not been raised by either party during the negotiations leading up to the execution of this Agreement, otherwise the Agreement is to continue in full force and effect until modified in whole or in part by the parties by an instrument in writing executed by both parties.

CINNAMINSON TOWNSHIP

CINNAMINSON POLICE ASSOCIATION

DATE

DATE
