

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

VOORHEES TOWNSHIP  
SERGEANTS ASSOCIATION

EFFECTIVE JANUARY 1, 2011 TO DECEMBER 31, 2013

AGREEMENT

THIS AGREEMENT made and entered into this        day of October, 2012 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 SERGEANTS ASSOCIATION, New Jersey FOP Labor Counsel, hereinafter referred to as the "Association" or "Sergeants" or "employee".

WITNESSETH:

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 Chapter 303 of the Public Laws of 1968 Chapter 123 PL 1974 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 1

RECOGNITION

The Township hereby recognizes the Association as the exclusive bargaining representative for the unit of employees defined so as to mean Sergeants of the Police Department of the Township.

Article 2

HOURS OF WORK

All Association members are required to work 2080 hours per year. All understandings pertaining to schedules, shifts, side job scheduling and training scheduling are contained in Attachment A of this contract.

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 at least thirty (30) days prior to implementation.

### Article 3

#### OVERTIME PAYMENTS

Overtime shall also be calculated as follows:

- Any overtime worked outside the normal workday or schedule shall be calculated at time and one-half.
- No Sergeant covered by this Agreement shall have his/her shift, work day or work week changed for the purpose of avoiding overtime.
- Overtime increments shall be calculated as follows: first thirty (30) minutes of any employee's shift shall be without compensation. Greater than thirty (30) minutes up to an hour shall constitute one hour. Anything past an hour up to thirty (30) minutes shall be 1 1/2 hours of overtime 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 overtime.
- Compensation for overtime performed during the work schedule shall be paid in the following payroll period except for hours worked during the last three (3) days of a payroll period with those payments being made on the next payroll period.

#### Article 4

#### COMPENSATORY TIME

At no time during the term of this contract may an officer accumulate more than a total of two hundred (200) hours of leave. Leave will include compensatory time, vacation and holidays. Personnel who notify the Township of their prospective retirement date one hundred eighty (180) days prior to their termination will be permitted to use their accumulated compensatory time as terminal leave.

#### Article 5

#### HOLIDAYS

There shall be granted to the Association one hundred twelve (112) holiday hours per year per Association Member. Any employee who terminates his/her employment with the Township or whose employment the Township terminates shall be entitled to holiday hours on a pro-rated monthly basis. Members of the Association are entitled to "sell back" a maximum of five (5) holidays in each year of the contract.

Article 6

VACATIONS

During first calendar year of service	8 hours per month
Through completion of four (4) years of service	96 hours annually
Commencement of five (5) years of service up to completion of nine (9) years of service	120 hours annually
Commencement of ten (10) years of service up to completion of fourteen (14) years of service	136 hours annually
Commencement of fifteen (15) years of service up to completion of nineteen (19) years of service	160 hours annually
Commencement of twenty (20) years of service	168 hours annually

Any employee who terminates his/her employment with the Township or whose employment the Township terminates shall be entitled to vacation hours on a pro-rated monthly basis



Article 7

RETIREMENT, SEPARATION, DEATH OR DISABILITY

Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the Ordinance of the Township of Voorhees

1. A  
ny members 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 health plan as per the practice of the Township.

Article 8

SENIOR SERGEANTS

Commencing January 1, 2011, all sergeants covered under this Agreement shall be compensated at the same compensation rate, the parties having agreed to eliminate the prior Sergeant/Senior Sergeant differential.



Article 9

SALARIES

<u>1/1/2011</u>	<u>7/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>
\$102,762	\$105,845	\$107,962	\$109,042

Article 10

LONGEVITY

There shall be paid by way of a longevity payment to the employees covered by this contract who are currently entitled to longevity, the following percentage of base salary:

Completion of five (5) years through nine (9) years of service	1% of base salary
Commencement of ten (10) years through fourteen (14) years of service	1 <sup>1</sup> / <sub>2</sub> % of base salary
Commencement of fifteen (15) years through nineteen (19) years of service	2% of base salary
Commencement of twenty (20) years and over	2 <sup>1</sup> / <sub>2</sub> % of base salary

Those officers joining the Association after March 9, 1998, will only be entitled to receive longevity equal to those longevity benefits that they were receiving prior to becoming a member of the Association. Longevity pay shall be calculated in the beginning of the year and included and paid in the biweekly base salary.

#### Article 11

#### CLOTHING ALLOWANCE

All employees covered by the terms of this Agreement shall be entitled to One Thousand Two Hundred Dollars (\$1,200.00) for each year of the Contract, except that during an employee's retirement year the Township will make a monetary payment on a pro rata basis in lieu of clothing purchases. In addition, clothing destroyed "in the line of duty" shall be replaced at no expense to the employee. Payment shall be made after the submission of an appropriate voucher. All clothing purchases must be approved by the administration.

Article 12

LEGAL REPRESENTATION

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 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 are the responsibility of the employee.
- E. There is no conflict between the employee's defense counsel and the Township's best interest.

Article 13

SICK TIME

Employees shall be entitled to 120 hours of sick leave per year. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave shall not be charged to any employee when the Township is reimbursed for employee's salary by workers compensation. After three (3) days absence or a pattern of absenteeism, the Township reserves the right to require acceptable medical evidence substantiating the illness.

Employee shall, upon retirement, be reimbursed by the Township in a cash payment for accrued sick leave at the rate of twenty-five percent (25%) of the employee's highest daily base salary at the time of retirement. Any employee who terminates his/her employment with the Township or whose employment the Township terminates shall be entitled to sick time on a pro-rated monthly basis for the year of separation.

Employees may elect whether to receive this payment in a lump sum at retirement or extend it over a number of years. Prior to retirement, the employee will notify the Township on how they would prefer the payout.

The Township may require, upon return to work employees to submit to an independent medical examination in addition to the certification provided by the employee's doctor.

#### Article 14

#### HEALTH BENEFITS

The Township will continue to provide health and prescription benefits pursuant to the terms of the New Jersey State Health Benefits Plan.

The practice of reimbursing current employees for prescriptions over and above the State Health Benefits Plan will be discontinued. Those employees who are eligible for paid health benefits and who retire before February 2, 2013, will be entitled to reimbursement of prescription co-payments identical to those received by previous police retirees. Those employees who retire on or after February 2, 2013, will no longer receive this subsidy.

Health care contribution payments will be subject to state law and be paid in accordance to the Health Benefit Contribution Schedule established pursuant to said law.

Article 15

PERSONNEL FILES

Any Association member may review his/her own personnel file by so notifying Chief of Police of his/her intent. Internal Affairs Investigations may not be reviewed.

Article 16

LIFE INSURANCE

The Township shall supply and cover each Association member with a \$15,000.00 life insurance policy. Said policy shall be discontinued post retirement.

Article 17

K-9 UNIT

Any Sergeant assigned to the K-9 unit shall receive an additional annual salary of \$3,500.00 in lieu of time off to care for the animal in question.

### Article 18

#### GRIEVANCE PROCEDURES

- A. The term "grievance" means a claim by any employee covered by this Agreement that as to him/her there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee.
  
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or terms and conditions of employment of members of the Voorhees Township Sergeants Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
  
- C. An aggrieved employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of or within twenty (20) calendar days after he/she would

reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period shall be deemed to constitute an abandonment of the grievance.

- D. An employee processing a grievance shall be assured freedom from restraint, interference, coercion and discrimination of reprisal.
- E. In the presentation of a grievance, the employee shall have the right to present his/her own grievance or to designate a representative to appear with him/her at any step of the procedure. Either side reserves the right to designate a representative to participate at any stage of the grievance procedure. If requested as to the appearance of a representative either side shall share that information upon request.
- F. An employee shall first discuss his/her grievance orally with his/her immediate superior and a decision shall be rendered within five (5) days of such discussion.
- G. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Paragraph F



above, the employee shall submit his/her grievance to the Chief of Police in writing, specifying

1. The nature of the grievance;
2. The results of the previous discussion; and
3. The basis of his/her dissatisfaction with the determination.

H. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Chief of Police shall hold a hearing at which all parties in interest shall have the right to be heard.

I Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Chief of Police shall, in writing, advise the employee and his representative, if there be one, of his determination.

J. In the event of the failure of the Chief of Police to act in accordance with the provisions of Paragraph H and 1, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by the aggrieved employee, within ten (10) days of the failure of the Chief of Police to act or within ten (10)

days of the determination by him said employee may appeal to the Administrator or Township Committee designee.

- K. If the grievant, in his/her appeal to the Township Committee, does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it or the Township Committee may, on its own motion, conduct a hearing or it may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Township Committee, a hearing shall be held.
  
- L. The Administrator shall make a determination within twenty-one (21) days from the receipt of the grievance and shall in writing notify the employee, his/her representative, if there be one, and the Chief of Police its determination. This time period may be extended by mutual agreement of the parties.
  
- M. In the event an employee is dissatisfied with the determination of the Township Administrator, he/she shall have the right to request binding

arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968/123PL 1974 or at his/her option, through the American Arbitration Association. A request for binding arbitration shall be made no later than fifteen (15) days following the determination of the Township Administrator. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Township Committee shall mutually agree upon a longer period of time within which to assert such demand.

N. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of the Agreement.

O. The following matters shall not be arbitratable:

1. The failure or refusal of the Township Committee to give permanent employment to a probationary or temporary employee;

2. Matters where a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission unless the employee involved has permitted his/her right to appeal to the Civil Service Commission to lapse;
3. Matters where the Township Committee is without authority to act;
4. Matters involving the statutory or discretionary powers of the Township Committee and the Chief of Police.

#### Article 19

#### PAYDAYS

Township reserves the right to establish paydays with the understanding that there be a minimum of two (2) paydays per month and a maximum of twenty-six (26) paydays per year.

#### Article 20

#### MISCELLANEOUS

The terms and provisions of this Agreement are subject to Chapter 303 of the Public Laws of 1968, as amended by Chapter 123 PL 1974, and the terms and conditions herein shall in no way be construed so as to be in derogation of existing policies and benefits granted to the said employees which are not covered by this Agreement. Said policies and benefits are to continue in the manner and existence at the time of the signing of this Agreement. The Township will incur no obligations nor make any expenditures under the terms of this contract unless said obligations or expenditures are in accordance with the laws of New Jersey.

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

The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.

The Township and the Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employees because of Association membership or nonmembership.

For any interest arbitration or contract negotiation in accordance with N.J.S.A. 34:13A-5.1 (et seq.), the members of the negotiating team and necessary witnesses shall be released from duty with pay as is reasonably necessary. Members shall provide reasonable notice of their request for such leave provided that there shall be no disruption of normal services.

Duly authorized representatives will be permitted to attend New Jersey State and National FOP conventions in accordance with the provisions of N.J.S.A. 40A:12-77.

Vacation, holidays and personal days will not continue to accrue during period of work or non-work related disabilities that exceed ninety (90) consecutive days.

Whenever possible workers' compensation appointments shall be made during work hours. Reimbursements will not be made for medical appointments, physical therapy, etc. outside of the normal work schedule.

#### Article 21

#### DUES DEDUCTION

The Township agrees in accordance with New Jersey law that upon receipt of a signed authorization from officers to deduct the employee's FOP dues as prescribed by the FOP/Association in equal installments no more than two times per month. The FOP will designate to the Township the portions of the total monthly dues collected to then be forwarded to the Association/FOP Treasurer and to the FOP-NJ Labor Council directly by the tenth day of the month following the deductions.

#### Article 22

#### AGENCY FEES

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.

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.

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

### Article 23

#### SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.





Article 24

DURATION OF THE CONTRACT

This contract shall be in effect from January 1, 2011 and shall continue in full force and effect through December 31, 2013.

IN WITNESS WHEREOF, the parties hereunto have affixed their hands and seals or caused their corporate seal to be affixed the day, month and year first written.

TOWNSHIP OF VOORHEES

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_

VOORHEES TOWNSHIP  
SERGEANTS ASSOCIATION

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_