

Contract

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

CAPTAIN
&
LIEUTENANTS

JANUARY 1ST, 2020 TO DECEMBER 31, 2022

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CHAPTER I

ARTICLE 1: RECOGNITION

- A.** The Township hereby recognizes the Captain & Lieutenants of PBA Local 267 (Commissioned Officers) as the sole and exclusive negotiating representative and bargaining agent for all Captains & Lieutenants of Police who are employed, or who, after becoming employed by the Township of Maple Shade, which individuals are hereinafter referred to as employees.
- B.** Specifically excluded from the represented class, referred to above under Section A, are the Chief of Police, Sergeant of Police, Police Officers, Reserve Police Officers, and those certified by PERC as being represented by another union, and all civilian employees.
- C.** Said recognition shall continue as long, as said Local 267 shall represent a majority of those employees in the bargaining unit.

ARTICLE 2: MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 3: ASSOCIATION RIGHTS

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

ARTICLE 4: LOCAL ASSOCIATION REPRESENTATION AND MEMBERS

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

ARTICLE 5: DUES CHECK-OFF

- A. The Township agrees to deduct on a monthly basis, from the earnings of the employees who are members of PBA Local 267, and who have signed individual check-off authorization cards in the following form, uniform dues of \$50.00 per pay period, not to exceed \$100.00 per month and remit same to the duly designated officer of the Association. The written authorizations shall be subject to cancellation by the employee making the same at any time by written request and notice of cancellation to the Township Manager on a form to be furnished by the Township Manager.
- B. The written check-off authorization card shall be furnished by the Association, and shall be in the following form:

Name of Employee _____, now employed by the Township of Maple Shade, has voluntarily accepted membership in PBA Local 267. I hereby authorize the Township of Maple Shade to deduct from my earnings on a monthly basis, dues not to exceed \$50.00 per pay period and \$100.00 per month to remit same to the said Association. I agree to hold the Township of Maple Shade harmless for any deductions made by it, and to waive all rights to whatever sum may be deducted for this purpose. The authorization shall be subject to cancellation by me at any time by written request and notice of cancellation to the Township Manager.

Signed: _____
 Department: _____
 Position: _____
 Date: _____

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

ARTICLE 6: LEAVE OF ABSENCE

A. All discretionary or permissive language contained within the Family Medical Leave Act (“FMLA”), the New Jersey Family Leave Act (“NJFLA”), and regulations promulgated pursuant to either statute shall be a management prerogative except as follows: (1) employees covered by this contract shall continue to accrue paid time off and seniority while on FMLA and/or NJFLA leave, and (2) employees covered by this contract shall be entitled to use accrued sick time for the first forty-five (45) calendar days prior to designation of leave as FMLA and/or NJFLA leave by the Township. FMLA and/or NJFLA leave, as applicable, shall apply to all leaves without pay.

B. A leave of absence, without pay, for a period of 90 calendar days in any calendar year may be granted for good cause to any employee who has completed his/her probationary period. Said leave shall not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

C. A leave of absence, without pay, in excess of 90 calendar days may be granted by the Township Manager, upon the request of the employee, the maximum limit being in accord with State Law.

D. The leave provided in Section B will not be arbitrarily or unreasonably withheld, except in cases where, due to the absence of other employees, the granting of such leave would hamper the operation of the Police Department.

E. No person shall be required to take a leave of absence without his/her written consent witnessed by an authorized representative of the Local Association. This clause does not otherwise effect the designation of leave as FMLA and/or NJFLA leave as applicable.

ARTICLE 7: HOURS OF WORK

- A.** The normal work schedule for employees shall consist of either four 10-hour shifts per week or five 8-hours shifts per week. Nothing contained within this clause shall limit the Township's prerogative to determine or assign the particular hours, shifts or schedules of employees covered by this contract.

- B.** In order to handle matters involving a great public inconvenience or a public threat, the Township reserves the right to re-schedule personnel during the work week or work day on a temporary basis to best meet existing conditions.

ARTICLE 8: SERVICE RECORDS

- A.** Each employee shall be entitled to inspect his/her service record upon the request between the hours of 8:00 A.M. and 4:00 P.M. on any workday.
- B.** Service records shall include all records in the employee's Medical File, Internal Affairs File outcome, and Personnel File.
- C.** As used in Section A of this article, workday shall be defined as any weekday, which is not a holiday.
- D.** Notwithstanding any other provisions of this article to the contrary, the Township shall not be obligated to allow the examination of any more than two service records in any one day.

ARTICLE 9: SUSPENSIONS

- A. No employee shall be suspended without pay for any departmental charge or for the commission of a disorderly person act without a departmental hearing in accord with the provisions currently in effect with Civil Service procedures.

- B. In the case of any criminal charge, the Chief of Police or his/her designee shall have the right to immediately suspend an employee with or without pay only for good cause.

- C. The Local Association and the affected employee shall be notified in writing of all departmental charges prior to a hearing on the same and the results thereof. Union representation shall be entitled to attend the hearing.

ARTICLE 10: GRIEVANCE PROCEDURES

- A.** The purpose of this Section is to settle all grievances between the Township and members of the Local Association as quickly as possible so as to assure efficiency and promote employee morale.
- B.** A grievance is defined as a disagreement or dispute between the Township and an employee, group of employees, and/or the Association involving the application or interpretation of this agreement.
- C.** Any grievance must be presented within ten (10) working days after the aggrieved party knew of the event or events upon which the claim is based or else such grievance is deemed waived. In the Article, working days is defined as calendar days, excluding Saturday, Sunday and Holidays.
- D.** A grievance shall be processed as follows:
- Step 1.** The aggrieved employee within ten (10) working days of the event, or events, upon which the grievance is based will reduce this grievance in writing and present it to the Chief of Police. Within six (6) working days of receipt of the written grievance, the Chief of Police will meet with the aggrieved party and representative of the Local Association and attempt to resolve the grievance. Within six (6) working days of the meeting, the Chief will respond in writing to the aggrieved party and the Association.
- Step 2.** If the aggrieved party is not satisfied with the response from the Chief of Police, or does not receive a response within the time limit provided, he/she may, within five (5) working days, submit the grievance to the Township Manager. Should the aggrieved employee fail to appeal the decision within the time limit provided, the grievance shall be considered resolved. The Township Manager or his/her designated representative shall seek to resolve the grievance with the aggrieved employee and a representative of the Local Association.
- Step 3.** If the Township Manager, aggrieved party and a representative of the Local Association are unable to resolve the grievance within fifteen (15) working days from the date the grievance is submitted to the Township Manager, either the Township or the Local Association may elect to proceed to arbitration within thirty (30) working days. The Township and the Local Association shall share equally in the expense of the arbitrator. Arbitration shall be by a single arbitrator mutually selected by the parties. Either party may request the American Arbitration Association to submit a

ARTICLE 10: GRIEVANCE PROCEDURE (continued)

list of potential arbitrators to hear and decide the dispute. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. However, if the arbitrator rules in favor of the party not filing for arbitration on any grounds other than the merits of the application or interpretation of this agreement, the party filing for arbitration shall pay for the entire cost. Examples being, but no limited to, rulings that the grievance had been previously resolved because of lack of a timely appeal to the next step, rulings that the stated action was not within the definition of a grievance or the proper recourse for the stated action was through some other means, such as, but not limited to, Civil Service, unfair practices, complaints or other state agencies such as the Public Employees Relations Commission (PERC).

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

ARTICLE 11: DISCRIMINATION

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

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

ARTICLE 12: SEVERANCE PAY

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

ARTICLE 13: GROOMING REGULATIONS

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

ARTICLE 14: EQUIPMENT, VEHICLES, and SAFETY

- A.** The Township shall allow each Captain and Lieutenant use of a police vehicle. The vehicle shall be assigned to each individual Captain and Lieutenant and shall be equipped as needed for their individual duty assignments.
- B.** The Township agrees to budget funds for fueling and the repair and maintenance of the police vehicles and to provide funds for specific items in said vehicles, including but not limited to: agency communication equipment and emergency lights and sirens.
- C.** The Township agrees to effectuate repairs to such items as radios, emergency lights and sirens when such is reported to the proper authority in the Police Department. No employee shall be required to perform any non-office function without proper radio communication at his/her disposal or with defective equipment, if the defect has been reported to the proper authority and the Township has failed to have the defect corrected within a reasonable length of time.

ARTICLE 15: ANNIVERSARY DATES

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

ARTICLE 16: RIGHTS GUARANTEES

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

ARTICLE 17: CONTINUOUS SERVICE

- A.** The Association, Management and Employees realize that we are engaged in rendering service to the public and that there is an obligation on each party for continuous performance and availability of such service. Employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the Township and its services to the public and shall further cooperate in promoting and advancing the welfare of the Township by providing necessary service at all times.
- B.** The Association shall not, nor shall any member, employee, representative or agent of the union, or any persons acting on its behalf directly or indirectly engage in or encourage other employees to engage in any strike or work stoppage.

CHAPTER II**ARTICLE 1: SALARIES AND WAGES (2% Raises 2020-2022)****A.** Annual salaries of the Captain shall be established as follows:

<u>January 1st, 2020 through December 31st, 2020</u>	\$147,354.40
<u>January 1st, 2021 through December 31st, 2021</u>	\$150,301.49
<u>January 1st, 2022 through December 31st, 2022</u>	\$153,307.52

B. Annual salaries of Lieutenants shall be established as follows:

<u>January 1st, 2020 through December 31st, 2020</u>	\$132,673.28
<u>January 1st, 2021 through December 31st, 2021</u>	\$135,326.75
<u>January 1st, 2022 through December 31st, 2022</u>	\$138,033.28

C. The parties acknowledge a recent arbitration award wherein it was decided that the annual salary was to be paid bi-weekly by dividing the annual salary by the number of pay periods occurring in the calendar year. The parties agree to abide by that award unless and until a different outcome is reached at the conclusion of all appeals and remedies available to both sides. Effective January 1, 2005, any employee assigned by the chief of police to work in a higher classification shall be compensated for each hour of such work at the appropriate rate of pay for that position.

ARTICLE 2: COURT PAY

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

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

ARTICLE 3: HOLIDAYS

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

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

B. Any employee who is required to work on any one of the days listed in Section A, as scheduled by the Chief of Police, shall be paid an amount equal to the number of hours worked at his/her hourly rate, in addition to his/her regular pay. For employees assigned to the night shifts, credit for the holiday will be given to the night shift that starts into the holiday and is already at work when the holiday begins.

C. In addition to the above, all full-time employees and those new employees hired prior to July 1 shall be granted 3 (three) personal holidays of his/her choice, but the celebration of such days shall not unduly interfere with the operation of the Police Department. Requests for such days shall be made one week in advance of the time desired.

D. One existing personal day shall be designated as a Priority Personal Day, to be used by each officer per year, upon notification by the officer to the department that he/she will be taking a day as a Priority day. This Priority day off shall be designated as only one existing personal day per year and shall be used for legitimate emergent reasons. Only one member per working shift may take his/her Priority day at one given time. This will be on a first call basis.

E. The Commissioned Officer's Association will follow the township's lead and receive the same benefit in the observance of holidays for each calendar year.

ARTICLE 4: VACATION

- A. The annual vacation shall be granted strictly according to the following schedule:

Between January 1 and December 31 inclusive of each year, vacations for said calendar year shall be granted upon request according to rank and then seniority within the Commissioned Officer's unit. The Chief of Police reserves the right to deny or revoke said request based upon an emergent and/or legitimate police need.

- B. Pursuant to N.J.S.A. 11A:6-3(e) an employee may carry over up to one full year of unused vacation time. This total accumulation shall not exceed two years of allotted vacation time.
- C. Vacation shall be granted for continuous uninterrupted service computed from the first date of hire and according to the following:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
0 through One Year	One Day Per Month
1 Through 5 Years	12 Days Per Year
6 Through 10 Years	16 Days Per Year
11 Through 14 Years	21 Days Per Year
15 Through 20 Years	23 Days Per Year
21 Or More Years	24 Days Per Year
23 Years	25 Days Per Year
24 Years	26 Days Per Year
25 Years	27 Days Per Year

ARTICLE 4: VACATION (continued)

26 Years	28 Days Per Year
27 Years	29 Days Per Year
28 Years	30 Days Per Year
29 Years	31 Days Per Year
30 Years	32 Days Per Year
31 Or More Years	35 Days Per year

- E. For this purpose, any employee hired on or before June 30th will be given credit for the whole calendar year in which he/she was employed. Any employee hired after June 30th will receive no credit for the calendar year in which he/she was employed.

ARTICLE 5: FUNERAL LEAVE

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

ARTICLE 6: MILITARY LEAVE

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

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

ARTICLE 7: SICK LEAVE

- A.** Each employee shall earn sick leave credit at the rate of fifteen (15) calendar days per year, which shall be cumulative. Sick leave for each year shall be credited to the employee's account on January 1st of each year. In the event an employee is terminated, resigns or retires during the year, sick leave credit for that year shall be recomputed at the rate of 1 1/4 days credit for each full month worked in the year and the employee's final check will be adjusted accordingly, if necessary.
- B.** Employees may use sick leave, with the approval of the Chief of Police, for absence due to personal illness or injury, or illness or injury to a member of the immediate family, which requires his attendance upon that person. For purposes of this section, the terms "immediate family" shall mean and refer only to the employee's spouse, child, parent, brother or sister.
- C.** No employee who is off sick shall be paid for more than ten (10) hours in any twenty-four (24) hour period; unless his/her normal work period is more than ten (10) hours.
- D.** Sick leave will be paid only when an employee or a member of his/her immediate family notifies his/her supervisor of his/her absence prior to starting time.
- E.** When a full-time employee is injured in the line of duty, he/she shall be entitled to an injury leave with full pay up to one (1) year from the date of his/her disability during the period in which he is unable to perform his/her duties, provided that the examining physician shall certify such injury or disability and that the employee shall agree to reimburse the Township for monies he/she may receive from Workmen's Compensation, temporary benefits or from possible legal settlements from or judgment against the person or persons responsible for the injury to the extent said benefits or payment on judgment are specifically awarded for loss of wages. Such injury leave shall not be charged against an employee's sick leave.

ARTICLE 8: OVERTIME

- A.** An employee regularly scheduled to work ten (10) hours per day four (4) days per week who is required to work in excess of ten (10) hours in one day, or an employee regularly scheduled to work eight (8) hours per day five (5) days per week or eighty (80) hours in any pay period, shall be paid at the rate of 1 1/2 times the regular rate. The pay week shall be those shifts ending between 12:01 A.M. on Monday to 12:00 Midnight on Sunday. In the event an employee is called in prior to the commencement of his/her regularly scheduled shift, he shall be paid at an overtime rate for those hours worked.
- B.** Only straight time hours actually worked, vacation, sick leave (only when the employee is ordered to work overtime), and compensatory time, approved by the Chief of Police go towards the forty-hour break-over point for overtime.
- C.** The working of overtime is not voluntary on the part of the employee. However, management has the obligation to be reasonable in the assignment of overtime. It is understood that unexcused failure of an employee to report for assigned overtime shall be deemed a refusal to work and shall constitute insubordination and neglect of duty if such failure is unexcused and adjudicated at hearing..
- D.** An employee will not be required to work in excess of sixteen (16) hours in any 24 hour period unless as a result of a declared emergency or until the completion of any duty assignment which cannot be turned over to another employee or that cannot be restarted on the next shift the employee returns. If an employee has worked sixteen (16) or more consecutive hours and said employee is recalled before he/she has had eight (8) consecutive hours off, upon completion of the recall, said employee shall be given a minimum of four (4) consecutive hours off prior to starting his/her regularly scheduled shift. If any of these hours become a portion of said employee's next regularly scheduled shift, such hours shall be credited towards that shift. Hours worked in excess of sixteen (16) consecutive hours in any 24 hour period under this provision shall be paid at 2 times the employees regular hourly rate of pay.
- E.** The voluntary exchange of days or hours shall not cause the payment of overtime as herein provided.
- F.** All accumulated and recorded compensatory time shall remain in force and effect.
- G.** In lieu of the payment of overtime as provided in Section A, an employee may elect to take the overtime worked in the form of compensatory time on an hour for hour basis. However, no employee shall be permitted to accumulate more than thirty-six (36) hours. All hours over this number shall be paid as overtime. The employee must make the election for compensatory time at the end of the shift in which the time is worked.

ARTICLE 9: FIREARMS TRAINING

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

ARTICLE 10: UNIFORMS

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

Class I, (Dress):

1. Long Sleeve Shirt	10. Tie Tac (Gold)
2. Pants	11. Belt
3. Plain Black Toe Footwear	12. Belt Keepers (4)
4. Hat	13. High Security Holster
5. Tie	14. Cuff Case
6. Breast Badge (Gold)	15. Magazines (3)
7. Hat Badge (Gold)	16. Double Magazine Pouch
8. Rank Insignia (Gold)	17. Service Weapon
9. Nameplate (Gold)	18. Portable Holder

Class II, (Duty):

1. Hat	15. High Security Holster
2. Pants	16. Magazines (3)
3. Shirts, Winter & Summer	17. Double Magazine Pouch
4. Plain Black Footwear	18. Belt Keepers (4)
5. Tie (winter)	19. Expandable Baton
6. Leather Jacket and/or ¾ Length Nylon Jacket	20. Expandable Baton Leather Holder
7. Raincoat	21. Service Weapon
8. Rain Hat	22. Hand Cuff Case
9. Hat Badge (Gold)	23. Hand Cuffs
10. Breast Badge (Gold)	24. Outer Footwear (Rain)
11. Rank Insignia (Gold)	25. Portable Radio Holder
12. Name Plate (Gold)	26. Navy Blue Sweater, V-Neck Pullover (optional)
13. Tie Tac (Gold)	27. Blauer Blue/High Vis. Reversible (optional)
14. Belt	28. Pepper Spray & Holder
	29. Winter Hat

ARTICLE 10: UNIFORMS (continued)**Class III (Work Detail):**

1. Blauer High Visibility Short Sleeve Shirt and Long Sleeve Shirt
2. Navy, with Yellow stripe, cargo type pants
3. Navy Baseball Cap with Maple Shade Police patch on the front above brim
4. Duty Belt

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

1. Leather gear will be Bucheimer Clark, Basket weave or equivalent.
2. Sig-Sauer, .357 Cal., Model P-229R
3. Issued ammunition Cal.357, 147 grain, J.H.P., Hydro-Shock
4. Winter and Summer Shirts, White with Zipper
5. Pants, Navy Blue
6. Hats, Navy Blue
7. Badges, Nameplates, Rank Insignia, (Gold Plated)
8. Raincoat and Hat, Reversible, Orange and Black
9. 3/4 Length, Leather Coat with Zip-Out Lining
10. Expandable Baton with holder
11. Pepper spray with holder
12. Handcuffs with cuff case
13. Detectives: Shoulder Holster or Hip Holster
14. Duty Holster, Gould & Goodrich, K-Force, Triple Retention

E. The Township agrees to budget sufficient funds for the replacement or repair of uniforms and equipment due to loss or damages that is duty related. The employee shall not use any part of the uniforms detailed above for any purpose other than Township duty, except that a complete uniform may be used for part-time employment approved by the Chief of Police and the Township Manager. In addition, the Township agrees to include in the uniform specifications that the bidder will take in any uniform presently used by the employee and will install such items as service stars, rank stripes and identification patches on any uniform presently used by the employee.

F. Payment procedures will be as follows:

1. Captain and Lieutenants shall receive cash clothing allowance; \$1,450.00 in 2020; \$1,500.00 in 2021 and \$1,550.00 in 2022 in a separate check issued in two equal parts during the first pay period in April and August.
2. Captain and Lieutenants due to the nature of their position may also utilize all or a portion of their allowance to purchase uniform or other articles pertinent to the performance of their duties.
3. All employees shall receive yearly cash clothing maintenance allowance in the amount of \$1,350.00 in 2020; \$1,400.00 in 2021 and \$1,450.00 in 2022. Said allowance shall be paid in a lump sum by means of a separate check issued during the first pay period in the month of February.

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

ARTICLE 11: PAY PERIOD

- A.** Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in a given calendar year in accordance with the provisions of the Township Ordinance. The parties acknowledge a recent arbitration award wherein it was decided that the annual salary was to be paid bi-weekly by dividing the annual salary by the number of pay periods occurring in the calendar year. The parties agree to abide by that award unless and until a different outcome is reached at the conclusion of all appeals and remedies available to both sides

- B.** Employees shall be paid at 1000 hours on pay day (Thursday) and if a holiday falls on payday, employees shall be paid at 1000 hours the preceding day.

ARTICLE 12: TRAVELING EXPENSES

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

ARTICLE 13: INSURANCE

- A.** All permanent full-time employees may, at their election, request insurance coverage paid for by the Township equal to or better than the current plans.
1. Effective January 1, 2012, six (6) insurance plans from which to choose:
 - A. Aetna** - Direct Access HAS w/Rx
 - B. Aetna** - Direct Access 10/15 w/Rx
 - C. Aetna** - POS 5 100 w/Rx
 - D. Aetna** - POS 5 1000 w/Rx
 - E. Aetna** - POS 15/30 500 w/Rx
 - F. Aetna** - POS 15/30 w/Rx
 2. A prescription plan (NJRA) for employees and dependents with a \$5.00/\$10.00 Co-pay feature.
 3. A dental assistance plan for employees and dependents with a \$25.00 annual deductible, 100 percent coverage for preventative services, 80 percent coverage for basic services and 50 percent coverage for major services to include dental implants with a \$2,500.00 annual maximum. This will also include Orthodontics coverage with a maximum of \$1,000.00 per year per family member.
 4. The Township will provide for each full-time employee a \$60,000.00 group term life insurance policy with AD and D with double indemnity clause.
- B.** All permanent full-time employees who have waived health care coverage benefits pursuant to the Township of Maple Shade Ordinance #2011-13 may resume coverage in accordance with said ordinance:
1. During the specified annual enrollment period each year with coverage to become effective January 1st of the coming year.
 2. At any time a qualifying life event occurs with coverage to become effective without delay after making notifications to the Township of Maple Shade Chief Financial Officer (CFO).
- C.** The Township will continue to keep in full force and affect all existing health and medical insurance benefits to the employee's surviving spouse and minor children upon his/her death for a year long period.
- D.** The Township will continue to keep in full force and effect all existing health and medical insurance benefits to the employee's surviving spouse and/or dependent child/children to age nineteen (19), or age twenty-six (26) upon proof of enrollment in an accredited educational institute, of any officer killed in the performance of his/her police duties, for a period not to exceed fifteen (15) years.

ARTICLE 14: SHIFT DIFFERENTIAL

- A.** For any shift commencing between the hours of 1:00 P.M. and 2:00 A.M., differential pay shall be paid as indicated below:
- 1.** For any shift commencing after 1:00 P.M., but not later than 6:59 P.M., a differential of \$.45 per hour will be paid for up to ten (10) hours actually worked.
 - 2.** For any shift commencing at 7:00 P.M. or after, but not later than 2:00 A.M., a differential of \$.67 per hour will be paid for up to ten (10) hours actually worked.
- B.** An employee will not be paid differential pay when the employee is working on a call-in basis at one and one-half (1 1/2) times his/her regular rate, or is on overtime at one and one-half (1 1/2) times his regular rate or in appearing in court and receiving court pay.

ARTICLE 15: RETIREMENT BENEFITS

- A.** For purposes of this article, the term “retirement” shall mean the termination of the employee’s active service with the Township, with a retirement allowance granted and paid under the provisions of the Police and Firemen’s Retirement System (PFRS) of New Jersey.
- B.** A payment shall be made by the Township to an employee upon his/her retirement of all accumulated sick leave at the employee’s current rate of payment at the time of retirement, but not to exceed \$15,000.00 in 2020,2021,2022.
- C.** The Township shall provide a cash payment reimbursement not to exceed \$18,000.00 in 2020; \$18,500.00 in 2021 and \$19,000.00 in 2022 annually to any employee upon retirement from the Township, to help defray the cost of obtaining their Health Insurance with the following conditions:
1. The retired employee will submit to the Township Manager all receipts/canceled checks by December 1st of each year, as proof of obtaining Health Insurance coverage. Reimbursement to retired employees will be made annually during the month of December but not later than thirty (30) days from submission of said receipts/canceled checks.
 2. Retired members can opt in and out of this retirement benefit at the retired employee’s discretion. A retired member can “opt out” if either employed by a subsequent employer providing health benefits to the retired member or otherwise covered by at least equal benefits.
 3. The retired member can “opt in” to the retired health benefit program at the same level of benefit from which they left (at the opt out time) at the retired member’s discretion under the following circumstances:
 - a. During the specified annual enrollment period each year with coverage to become effective January 1st of the coming year.
 - b. At any time a qualifying life event occurs with coverage to become effective without delay after making notification to the Township of Maple Shade Chief Financial Officer (CFO).
 4. Payment for Township Insurance coverage by the retired employee will be by check (no cash) and made payable to “Township of Maple Shade”. All payments to be received in the Office of the Township Treasurer by the 1st of each month.
 5. The retired employee shall retire with the level of benefit designated in the applicable contractual year as stated in the Collective Bargaining Agreement. The retired member and Family shall detrimentally rely upon the level of benefit enjoyed in the year of their retirement and shall enjoy that level of benefit throughout their retirement.

ARTICLE 16: EDUCATIONAL PROGRAMS

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

\$750.00 for an Associates degree in 2020, 2021, 2022

\$850.00 for a Bachelors degree in 2020, 2021, 2022

\$950.00 for a Masters degree in 2020, 2021, 2022

\$1,050.00 for a Law/Doctoral degree in 2020, 2021, 2022

CHAPTER III

ARTICLE 1: NO CONFLICT PROVISIONS

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

ARTICLE 2: NO VERBAL STATEMENT

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

ARTICLE 3: SEPARABILITY

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

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

ARTICLE 4: AGENCY SHOP

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

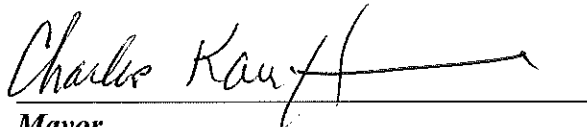
- B.** The Township shall be responsible for deducting said fee from the paycheck of any employee who falls within the bargaining unit and is not a member of the Policemen's Benevolent Association Local 267, and for whom the Local ask that such a deduction be made.
 - 1.** The Township would be saved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

ARTICLE 6: EXECUTION OF AGREEMENT

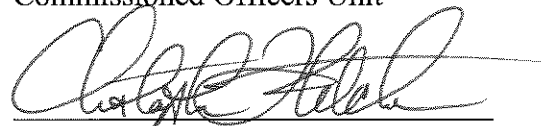
In execution of this agreement, the Police Association Pay Committee represents that the membership of the Organization has been made aware of it's responsibilities, individually and collectively, under the agreement at a regularly scheduled meeting of the Organization and that an affirmative vote of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

FOR THE TOWNSHIP OF MAPLE SHADE

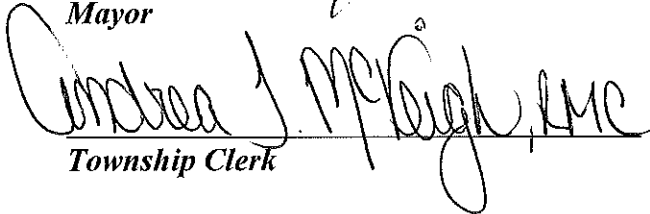
FOR PBA LOCAL 267,
Commissioned Officers Unit



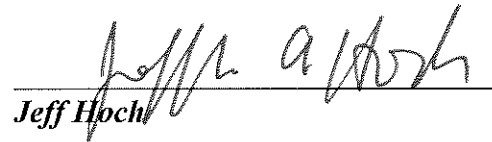
Mayor



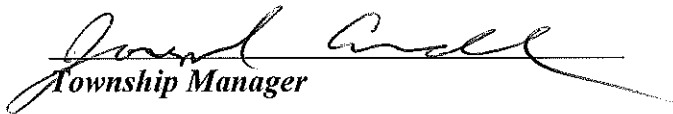
Christopher Fletcher



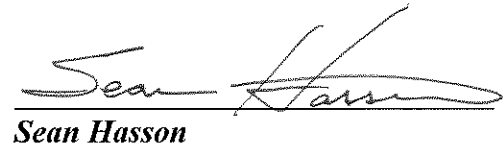
Township Clerk



Jeff Hoch



Township Manager



Sean Hasson

4-2-19

Date

ARTICLE 5: PERIOD OF CONTRACT

- A.** This contract shall cover the period from January 1st 2020 to midnight, December 31st 2022.
- B.** All the provisions of this agreement shall be effective January 1, 2020 except those provisions where another date is provided.
- C.** Negotiations for renewal of this contract or to the execution of a new contract shall begin on or before September 1st 2022.
- D.** All terms of this agreement shall remain in full force and effect until mutual acceptance of a superseding agreement or until such time as all legal processes have been adjudicated.