

**CONTRACT**

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

**January 1st, 2023 to December 31st, 2027**

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# CHAPTER 1

## ARTICLE 1: RECOGNITION

- A. The Township hereby recognizes PBA Local 267 as the sole and exclusive negotiating representative and bargaining agent for all the Police Officers 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, Captain of Police, Lieutenant of Police, Sergeant of Police, 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 State 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.

Additionally, this bargaining unit recognizes management's right to create new positions as needed. Prior to implementation of said positions the terms of said positions will be negotiated with the Chief of Police, Township Manager, and PBA Local 267 Collective Bargaining Unit.

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 designee, but not both. A certificate of attendance establishing attendance for the duration of the leave shall be provided to the Chief of Police or his designee at his discretion.

#### **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 designee, shall be permitted to visit any police facility or the office of the Chief of Police or the Township Manager or his 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 absence, his 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 representatives' off time, except with the approval of the Chief of Police or his 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 permissive language contained within the Family Medical Leave Act (“FMLA”) or the New Jersey Medical Leave Act (“NJFLA”) statutes or regulations shall be deemed and reserved as a management right except as follows: (1) employees covered by this contract shall continue to accrue paid time off (sick, vacation covered by this contract shall be entitled to use 90 shifts of accrued paid time off 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.

## **ARTICLE 7: HOURS OF WORK**

- A. The normal work schedule for employees shall consist of one week of 12-hour shifts consisting of 48 hours, and one week of 12-hour shifts consisting of 36 hours in each pay period.
- 1) Four (4) hours of the overtime from the first work week of the pay period will be added to the second week of the pay period, to total a forty (40) hour week for pay purposes.
  - 2) The remaining four (4) hours of overtime from the first week of the pay period is to be accumulated totaling 104 hours of overtime annually. This time shall be known as "Kelly Time"
  - 3) Patrol Officers working a 12-hour shift rotation shall receive one hundred four (104) hours of "Kelly Time" annually. The one hundred four (104) hours covers the additional four (4) hours per pay period the Officers are scheduled to work in lieu of overtime. Patrol officers will receive half, Fifty-two (52) hours, of their "Kelly Time" on January 1<sup>st</sup> of each year and the other half, Fifty-two (52) hours, of their "Kelly Time" on July 1<sup>st</sup> of each year to total an annual allotment of one hundred four (104) hours. The addition of "Kelly Time" will not affect the utilization of vacation time, compensatory time, personal time, or sick time. All accrued time will be taken by the hour.
    - a. "Kelly Time" will not be earned for Police Officers on Family Leave, Military Leave or Disability while they are not physically working. This does not include use of sick time, vacation time, or compensatory time.
    - b. "Kelly Time" will be pro-rated based on the amount of time the officer is not actively at work based on one of the reasons listed above.
    - c. "Kelly Time" will be kept as a separate bank of time and may not be carried over annually. However, a Patrol Officer may elect to receive a separate payroll check for up to fifty-two (52) hours of "Kelly Time" annually. This will be payable in the

second pay of February the following year, at the Patrol Officer's previous year's salary rate. Such selection for payment must be submitted to the Finance Office with the number of hours requested to be paid no later than January 10<sup>th</sup> of each year.

d. "Kelly Time" will be paid upon termination of employment on a pro-rated basis and determined by the number of hours worked contributing to the time earned.

B. Generally, the work week for an employee will consist of: the first work week of the pay period as four 12 hour shifts between the hours of 7:00 a.m. – 7:00 p.m. – 7:00 a.m., on Monday, Tuesday, Friday and Saturday. The second work week of the pay period will consist of three 12 hour shifts between the hours of 7:00 a.m. – 7:00 p.m. or 7:00 p.m. – 7:00 a.m. on Sunday, Wednesday, and Thursday. These shifts will not be permanently changed without negotiation with the Association. Officers working the 12 hour shifts will work either steady night work or steady day work as agreed upon.

C. The weekly work schedule shall be posted no later than thirty (30) days prior to the start of any workweek. Any employee whose hours are subsequently rescheduled on a temporary basis shall be given a minimum of 12 hours' notice of any change. Said notice shall be given by a supervisor or his designee.

D. All employees performing the duties of a Detective as assigned by the Chief of Police with the approval of the Township Manager shall be excluded from Section C of this article.

E. 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. This section shall apply with particular attention to the conditions of section C of this article.

**ARTICLE 8: EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY**

- A. Exchange of hours of duty by an employee may be granted by the Police Department, provided that such an exchange shall not result in any employee who has engaged in such exchange working outside his limit and further provide that such exchange shall not result in any employee working in excess of 16 hours in any 24-hour period.
  
- B. Exchange of days of duty by an employee may be granted by the Police Department provided that such an exchange shall not result in any employee who has engaged in such exchange working outside his limit and further provided that no employee shall exchange any more than two days within any single week without the expressed approval of the Chief of Police or his designee.
  
- C. Notwithstanding any other provision of this article to the contrary, any exchange of either hours or days shall be with the permission of the employee's immediate supervisor.
  
- D. Such exchange of days or hours shall not result in the payment of overtime.

**ARTICLE 9: BULLETIN BOARD**

- A. The Township shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of all recognized Police organizations of the PBA.

**ARTICLE 10: SERVICE RECORDS**

- A. Each employee shall be entitled to inspect his service record upon request between the hours of 9:00 a.m. and 5:00 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 11: SUSPENSIONS**

- A. No employee shall be suspended without pay for any departmental change 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 designee shall have the right to immediately suspend an employee with or without pay only for a 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 hearing.

## ARTICLE 12: GRIEVANCE PROCEDURES

### INDIVIDUAL 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 of 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 Lieutenant of Police. Within six (6) working days of receipt of the written grievance, the Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant or does not receive a response within the time limit provided, he may, within five (5) working days, submit the grievance to the Chief of Police. Within five (5)

working days of receipt of the written grievance, the Chief of Police will meet with the aggrieved employee and a representative of the Local Association to discuss the grievance and attempt to resolve same. Within five (5) working days of the meeting with the aggrieved employee and the Chief of Police, the latter will respond in writing to the aggrieved employee.

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 may, within five (5) working days, submit the grievance in writing 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 designated representative shall seek to resolve the grievance with the aggrieved employee and a representative of the Local Association.

Step 4. 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 Local Association may elect to proceed to Arbitration within thirty (30) working days. The Township and Local Association shall share equally in the expense of the Arbitrator.

Arbitration shall be by a single Arbitrator mutually selected by the parties pursuant to the Rules and Regulations of the Public Employment Relationships Commission. 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 not 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.

**ARTICLE 12: GRIEVANCE PROCEDURES (continued)**

**CLASS GRIEVANCE PROCEDURES**

- E. In addition to the grievance procedure, outlined in Section A through D 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.
  3. The group grievance shall be presented in writing by the Association president or his 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 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 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 13: 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.
  
- 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 14: SEVERANCE PAY**

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

**ARTICLE 15: GROOMING REGULATIONS**

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

## **ARTICLE 16: EQUIPMENT, VEHICLES, AND SAFETY**

- A. The Township shall equip each vehicle within the patrol Division with a prisoner cage protection between the front and rear seats.
  
- B. The Township agrees to provide funds for items as required by law, to include police body armor separate from the yearly uniform allotment. All equipment must be replaced prior to an expiration of said equipment at the Township expense.
  
- 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 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 17: ANNIVERSARY DATES**

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

**ARTICLE 18: RIGHTS GUARANTEES**

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

## **ARTICLE 19: 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 promotions 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

A. The Annual salaries of employees hired on or before December 31st, 2014 shall be established as follows:

<b>Officer Base</b>						
Level	Years	2023	2024	2025	2026	2027
Academy & FTO	1	\$41,807.32	\$44,202.50	\$46,547.06	\$47,478.00	\$48,427.56
Level 1	1	\$57,609.55	\$60,399.79	\$63,108.78	\$64,370.96	\$65,658.38
Level 2	2	\$69,200.98	\$72,281.00	\$75,257.33	\$76,762.47	\$78,297.72
Level 3	3	\$74,217.36	\$77,422.79	\$80,514.81	\$82,125.10	\$83,767.61
Level 4	4	\$79,034.83	\$82,360.70	\$85,563.82	\$87,275.09	\$89,020.59
Level 5	5	\$91,147.61	\$94,776.30	\$98,258.77	\$100,223.94	\$102,228.42
Level 6	6	\$103,260.37	\$107,191.88	\$110,953.70	\$113,172.77	\$115,436.23
Level 7	7-10	\$106,827.24	\$110,847.92	\$114,692.00	\$116,985.84	\$119,325.56
Level 8	11-14	\$107,846.34	\$111,892.50	\$115,760.08	\$118,075.28	\$120,436.79
Level 9	15-19	\$108,865.44	\$112,937.08	\$116,828.16	\$119,164.72	\$121,548.02
Level 10	20 +	\$109,884.54	\$113,981.65	\$117,896.24	\$120,254.17	\$122,659.25
<b>Detective</b>						
Level	Years	2023	2024	2025	2026	2027
Academy & FTO	1	\$44,707.32	\$47,202.50	\$49,647.06	\$50,678.00	\$51,727.56
Level 1	1	\$60,509.55	\$63,399.79	\$66,208.78	\$67,670.96	\$68,958.38
Level 2	2	\$72,100.98	\$75,281.00	\$78,357.33	\$80,062.47	\$81,597.72
Level 3	3	\$77,117.36	\$80,422.79	\$83,614.81	\$85,425.10	\$87,067.61
Level 4	4	\$81,934.83	\$85,360.70	\$88,663.82	\$90,575.09	\$92,320.59
Level 5	5	\$94,047.61	\$97,776.30	\$101,358.77	\$103,523.94	\$105,528.42
Level 6	6	\$106,160.37	\$110,191.88	\$114,053.70	\$116,472.77	\$118,736.23
Level 7	7-10	\$109,727.24	\$113,847.92	\$117,792.00	\$120,285.84	\$122,625.56
Level 8	11-14	\$110,746.34	\$114,892.50	\$118,860.08	\$121,375.28	\$123,736.79
Level 9	15-19	\$111,765.44	\$115,937.08	\$119,928.16	\$122,464.72	\$124,848.02
Level 10	20 +	\$112,784.54	\$116,981.65	\$120,996.24	\$123,554.17	\$125,959.25
<b>Corporal</b>						
Level	Years	2023	2024	2025	2026	2027
Academy & FTO	1	\$45,107.32	\$47,602.50	\$50,047.06	\$51,078.00	\$52,127.56
Level 1	1	\$60,909.55	\$63,799.79	\$66,608.78	\$67,970.96	\$69,358.38
Level 2	2	\$72,500.98	\$75,681.00	\$78,757.33	\$80,362.47	\$81,997.72
Level 3	3	\$77,517.36	\$80,822.79	\$84,014.81	\$85,725.10	\$87,467.61
Level 4	4	\$82,334.83	\$85,760.70	\$89,063.82	\$90,875.09	\$92,720.59
Level 5	5	\$94,447.61	\$98,176.30	\$101,758.77	\$103,823.94	\$105,928.42
Level 6	6	\$106,560.37	\$110,591.88	\$114,453.70	\$116,772.77	\$119,136.23
Level 7	7-10	\$110,127.24	\$114,247.92	\$118,192.00	\$120,585.84	\$123,025.56
Level 8	11-14	\$111,146.34	\$115,292.50	\$119,260.08	\$121,675.28	\$124,136.79
Level 9	15-19	\$112,165.44	\$116,337.08	\$120,328.16	\$122,764.72	\$125,248.02
Level 10	20 +	\$113,184.54	\$117,381.65	\$121,396.24	\$123,854.17	\$126,359.25

B. The Annual salaries of employees after December 31st, 2014 shall be established as follows:

<b>Officer Base</b>						
Level	Years	2023	2024	2025	2026	2027
Level 1	1	\$54,346.43	\$57,055.09	\$59,688.83	\$60,882.61	\$62,100.26
Level 2	2	\$58,804.72	\$61,624.84	\$64,361.40	\$65,648.62	\$66,961.60
Level 3	3	\$63,263.02	\$66,194.60	\$69,033.97	\$70,414.65	\$71,822.95
Level 4	4	\$67,721.32	\$70,764.35	\$73,706.55	\$75,180.68	\$76,684.30
Level 5	5	\$72,179.62	\$75,334.11	\$78,379.13	\$79,946.71	\$81,545.64
Level 6	6	\$76,637.92	\$79,903.87	\$83,051.71	\$84,712.74	\$86,406.99
Level 7	7	\$81,095.14	\$84,472.52	\$87,723.15	\$89,477.61	\$91,267.17
Level 8	8	\$85,554.51	\$89,043.37	\$92,396.85	\$94,244.79	\$96,129.68
Level 9	9	\$90,012.81	\$93,613.13	\$97,069.43	\$99,010.81	\$100,991.03
Level 10	10	\$94,471.12	\$98,182.90	\$101,742.01	\$103,776.85	\$105,852.39
Level 11	11	\$98,929.40	\$102,752.64	\$106,414.57	\$108,542.86	\$110,713.72
Level 12	12	\$103,387.70	\$107,322.39	\$111,087.15	\$113,308.89	\$115,575.07
Level 13	13	\$107,846.34	\$111,892.50	\$115,760.08	\$118,075.28	\$120,436.79
Level 14	14	\$108,865.43	\$112,937.07	\$116,828.15	\$119,164.71	\$121,548.01
Level 15	15	\$109,884.54	\$113,981.65	\$117,896.24	\$120,254.17	\$122,659.25
<b>Detective</b>						
Level	Years	2023	2024	2025	2026	2027
Level 1	1	\$57,246.43	\$60,055.09	\$62,788.83	\$64,082.61	\$65,400.26
Level 2	2	\$61,704.42	\$64,624.84	\$67,461.40	\$68,848.62	\$70,261.60
Level 3	3	\$66,163.02	\$69,194.60	\$72,133.97	\$73,614.65	\$75,122.95
Level 4	4	\$70,631.32	\$73,764.35	\$76,806.55	\$78,380.68	\$79,984.30
Level 5	5	\$75,079.62	\$78,334.11	\$81,479.13	\$83,146.71	\$84,845.64
Level 6	6	\$79,537.92	\$82,903.87	\$86,151.71	\$87,912.74	\$89,706.99
Level 7	7	\$83,995.14	\$87,472.52	\$90,823.15	\$92,677.61	\$94,567.17
Level 8	8	\$88,454.51	\$92,043.37	\$95,496.85	\$97,444.79	\$99,429.68
Level 9	9	\$92,912.81	\$96,613.13	\$100,169.43	\$102,210.81	\$104,291.03
Level 10	10	\$97,371.12	\$101,182.90	\$104,842.01	\$106,976.85	\$109,152.39
Level 11	11	\$101,829.40	\$105,752.64	\$109,514.57	\$111,742.86	\$114,013.72
Level 12	12	\$106,287.70	\$110,322.39	\$114,187.15	\$116,508.89	\$118,875.07
Level 13	13	\$110,746.34	\$114,892.50	\$118,860.08	\$121,275.28	\$123,736.79
Level 14	14	\$111,765.44	\$115,937.07	\$119,928.15	\$122,364.71	\$124,848.01
Level 15	15	\$112,784.54	\$116,981.65	\$120,996.24	\$123,454.17	\$125,959.25
<b>Corporal</b>						
Level	Years	2023	2024	2025	2026	2027
Level 1	1	\$57,646.43	\$60,455.09	\$63,188.83	\$64,482.61	\$65,800.26
Level 2	2	\$62,104.72	\$65,024.84	\$67,861.40	\$69,248.62	\$70,661.60

<b>Corporal (Cont'd)</b>						
Level 3	3	\$66,563.02	\$69,594.60	\$72,533.97	\$74,014.65	\$75,522.95
Level 4	4	\$71,021.32	\$74,164.35	\$77,206.55	\$78,780.68	\$80,384.30
Level 5	5	\$75,479.62	\$78,734.11	\$81,879.13	\$83,546.71	\$85,245.64
Level 6	6	\$79,937.92	\$83,303.87	\$86,551.71	\$88,312.74	\$90,106.99
Level 7	7	\$84,395.14	\$87,872.52	\$91,223.15	\$93,077.61	\$94,967.17
Level 8	8	\$88,854.51	\$92,443.37	\$95,896.85	\$97,844.79	\$99,829.68
Level 9	9	\$93,312.81	\$97,013.13	\$100,569.43	\$102,610.81	\$104,691.03
Level 10	10	\$97,771.12	\$101,582.90	\$105,242.01	\$107,376.85	\$109,552.39
Level 11	11	\$102,229.40	\$106,152.64	\$109,914.57	\$112,142.86	\$114,413.72
Level 12	12	\$106,687.70	\$110,722.39	\$114,587.15	\$116,908.89	\$119,275.07
Level 13	13	\$111,146.34	\$115,292.50	\$119,260.08	\$121,675.28	\$124,136.79
Level 14	14	\$112,165.43	\$116,337.07	\$120,328.15	\$122,764.71	\$125,248.01
Level 15	15	\$113,184.54	\$117,381.65	\$121,396.24	\$123,854.17	\$126,359.25

## **ARTICLE 1: SALARIES AND WAGES (continued)**

C. In addition, employees hired before December 31, 2014 will be advanced one level each year until they reach the 7<sup>th</sup> level, further advancement shall be in accordance with the required year completion as set forth in the pay scale. Employees hired after December 31, 2014 will advance one level each year until they have reached top level. Step movement will be on January 1<sup>st</sup> of each year.

D. Any employee assigned to work as shift commander, expected to perform the duties typically performed by a Sergeant, shall be compensated for each hour of such work at the appropriate Sergeant rate of pay. This shall include an overtime shift filled by any officer operating as the shift commander. Said shift commander will be compensated for each overtime hour of such work at the appropriate Sergeant Rate of overtime pay.

E. Any employee performing the duties of a Field Training Officer shall receive 3 hours of compensatory time for each day said employee is acting in the capacity of a Field Training Officer. Officers acting in the capacity of Field Training Officer, at their discretion may hold over one hour at the end of each shift to complete paperwork and shall be compensated one (1) hour of overtime for said work.

F. If the Township records do not indicate the date an employee was hired said employee will be credited for the entire year in which he/she was employed. An employee hired on or before June 30<sup>th</sup> will be given credit for the whole calendar year in which he/she was employed.

G. The number of years of service shall be the years of full-time service and shall not include any years of part-time service, in the event an employee was transferred from part-time to full-time service. The number of years would include full-time service in a part-time classified position.

H. Recognizing the fact that Maple Shade Township will require at times police related services for a person or entity other than the Township, the Township and Bargaining Unit have come to an agreement that any officer working such Off-Duty / Road Details for Outside Contractors will be paid at a flat rate of \$87.00 per hour per officer working.

1. An Off Duty / Road Job may be canceled at the discretion of Management should a Township Shift need to be covered due to lack of manpower. In which case, the Officer scheduled for the Off Duty / Road Job would be as deemed necessary by Management.
2. Off Duty / Road Jobs will be offered & scheduled in accordance with the Department's written policy in effect as of the signing of this agreement.
3. Members of PBA Local #267 covered by this contract understand that the above section 1 applies to all members covered by this contract regardless of assigned unit and including corporals.
4. The \$87.00 per hour / per officer rate does not apply to events and jobs specifically sponsored and/or conducted by the Township of Maple Shade. Said events and jobs (i.e. Township Parades, Township Sponsored Ceremonies, Township Road Projects etc.) will be paid at the officers regular Overtime Rate as applicable.

**ARTICLE 2: COURT PAY**

- A. Any Employee who is required to appear in the Municipal Court on his off hours on behalf of the Township shall be paid a flat rate of \$200.00, regardless of the number of hours of the appearance and/or number of cases to be heard.
  
- B. Any Employee who is required to appear in Superior Court or any other Court outside of the Township of Maple Shade on his/her off working hours shall be compensated at a rate of one and one half (1 ½) times his/her regular hourly rate of pay, but no less than two (2) 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
Martin Luther King Day	Veteran's Day
Washington's Birthday (3 <sup>rd</sup> Monday in February)	Thanksgiving Day
Good Friday	Day After Thanksgiving
Easter Monday	Christmas Eve (12/24)
Memorial Day	Christmas Day
Independence Day	

- B. Recognizing that the employees of the Police Department are engaged in continuous operation, which does not permit the celebration of holidays, each employee shall be paid at his or her current rate of pay for each of the above holidays as part of base pay to be included in normal payroll distribution.
- C. 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 hourly rate, in addition to his 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.
- D. Employees working Monday through Friday schedule shall receive off on the day immediately preceding or immediately following a recognized holiday falling on a weekend.
- E. In addition to the above, all full-time employees and those new employees hired prior to July 1 shall be granted three (3) personal holidays of his 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.
- F. 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 or she will be taking a day as a Priority Day. This Priority Day off shall not be denied. This Priority Day off shall be designated as only one existing personal day per year. Only one member per working shift may take his/her Priority Day at one given time. This will be a first call basis.

**ARTICLE 4: VACATION**

- A. The annual vacation shall be granted strictly according to the following schedule:
1. Between January 1 and March 31 inclusive of each year, vacations for the said calendar year shall be granted upon request without priority of dates according to rank and then seniority within the unit. The Chief of Police or his designee shall notify the employee of approval or disapproval of said request by April 15 of each year. Once the vacation request has been approved by the Chief or his designee, it cannot be rescinded without the request of the employee.
  2. For dates requested off between January 1 and March 31, the Chief of Police or his designee shall notify the employee of approval or disapproval within ten (10) calendar days of said request. Approval of these dates shall be granted without priority of dates according to rank and then seniority within the unit.
  3. On or about April 1 of each year, vacations for said calendar year shall be granted upon request with priority of dates conditioned on the order in which said requests are received. The Chief of Police or his designee shall notify the employee of approval or disapproval within ten (10) calendar days of said request.
- B. The number of employees, who may be on vacation at the same time, whether scheduled pursuant to Sub-Sections 1, 2 or 3 of Section A., shall be determined by the Chief of Police. However, such requests shall not be unreasonably denied.
- C. 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' worth of allotted vacation time.
- D. For this purpose, any employee hired on or before June 30<sup>th</sup> will be given credit for the whole calendar year in which he was employed. Any employee hired after June 30<sup>th</sup> will receive a prorated credit of the calendar year based on their date of hire.
- E. The provisions of Article 4 regarding the scheduling of vacations shall be subject

specifically to Chapter 1, Article 7C of this Contract.

- F. Rules Governing Time Off shall be covered under employee leave policy: Volume 1 Chapter 30 (V1C30). This policy shall not be changed without mutual negotiations between the Township and PBA Local 267. (Attached hereto)
- G. Vacations 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 .....	22 Days Per Year
21 Or More Years .....	23 Days Per Year
23 Years .....	23 Days Per Year
24 Years .....	24 Days Per Year
25 Years .....	25 Days Per Year
26 Years .....	26 Days Per Year
27 Years .....	27 Days Per Year
28 years .....	28 Days Per Year
29 Years .....	29 Days Per Year
30 Years .....	30 Days Per Year

**ARTICLE 5: FUNERAL LEAVE**

- A. Employees shall be granted special leave with pay because of a death in his 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 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.
- 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**

A. 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, US Marine Reserve, US Air Force Reserve, US Naval Reserve, US Coast Guard Reserve or any National Guard of the aforementioned branches, 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 with a cumulative cap of 45 military working days per year. This will be understood that if an officer is working the night shift leading into a military day that officer will be excused from said shift without loss of pay and time.

B. All employees shall be granted a leave of absence for all other military orders in accord with the following provisions:

1. An employee of the Police Department who is a member of the organized Reserve of the Army, US Marine Reserve, US Air Force Reserve, US Naval Reserve, US Coast Guard Reserve or any National Guard of the aforementioned branches, or any other organization affiliated therewith, shall be entitled to a leave of absence from his/her respective duty without loss of time on all days on which he/she shall be on orders. Pay for this time shall be dictated as follows:

a. State Law minimums [EX: Currently an annual cumulative of 30 regularly scheduled working days for Reservists (38:23-1) and 90 regularly scheduled working days for State National Guard (38A:4-4), plus any other federal or state law minimums currently codified or codified in the future, and annual training shall not be applied to cumulative annual time] when on orders inside the 50 United States and Guam.

b. Full pay and benefits will be paid by the township when deployed on orders outside of the 50 United States and Guam for one year per deployment. If the deployment is longer than one continuous year the township manager shall have the option to continue full payment for said deployment in the event of an active war.

## **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 1<sup>st</sup> 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 ¼ 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" is defined as set forth in N.J.A.C. 4A:1-1.3.
  
- C. No employee who is off sick shall be paid for more than eight (8) hours in any twenty-four (24) hour period, unless his normal work period is more than eight (8) hours.
  
- D. Sick leave will be paid only when an employee or a member of his immediate family notifies his supervisor of his absence prior to starting time.
  
- E. When a full-time employee is injured in the line of duty, he shall be entitled to an injury leave with full pay up to one (1) year from the date of his disability during the period in which he is unable to perform his 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 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.
  
- F. The Chief or his designee may request a Doctor's note for unscheduled sick leave of three (3) or more consecutive days.

## **ARTICLE 8: OVERTIME & COMPENSATORY TIME**

- A. An employee who is required to work in excess of twelve (12) hours in one day or eighty-four (84) hours in any pay period, shall be paid at the rate of 1 ½ 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 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, the 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 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 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 regularly scheduled shift. If any of these hours become a portion of said employee's next regularly scheduled shift, such hours shall be credited toward that shift.
- 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. All compensatory time will be paid at one and one half (1 1/2) times an employee's regular hourly rate.
  
- H. 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. However, no employee shall be permitted to accumulate more than two hundred and forty (240) hours. Any officer who has more than 240 hours of compensatory time on December 31<sup>st</sup>, must submit by January 10<sup>th</sup> of each year in writing a request to sell back any excess hours above the 240 hours. Officers will receive the sell back by means of a separate check, to be received at the first pay period in the month of March in which the request was received. The sell back will be paid at the officer's previous year's hourly rate of pay. There will be a maximum sell back cap of 120 hours per year. This cap will start January 1, 2024 and remain for the duration of this contract.
  
- I. Requests for compensatory time off taken in hourly increments shall be made to the officer in charge which shall be approved or disapproved as soon as practical, such approval shall not be unreasonably withheld or denied.
  
- J. Requests for compensatory time off taken in daily increments made in advance shall be approved or disapproved by the Chief of his designee sufficiently in advance of the day requested.
  
- K. Once approved, compensatory time off shall not be rescinded except in cases of a declared emergency.
  
- L. The issue of overtime distribution and extra-duty employment shall be dictated in the Extra-duty Employment and Overtime Policy: Volume 1 Chapter 6 (VIC6). This policy shall not be changed without mutual negotiations between the Township and PBA Local 267. (Attached hereto.)

## **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 30<sup>th</sup>, 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 duty weapon, special arrangements shall be made to assist employees in obtaining qualification.
- E. If an employee fails to qualify, and he 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 designee.
- G. The Chief of Police or his 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 designee shall submit a letter stating the reasons for such excuse and the time 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 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.
- J. Each member of the Police Department selected by the Chief of Police or his designee to be a Rifleman will qualify with the rifle four (4) times in a year (2 qualifications & 2 familiarizations). The payment of overtime shall be granted to the rifleman and Firearm Training Officers at the rifle qualifications & familiarizations, but in no case less than four (4) hours. It is agreed that this shall not apply if the officer is already on duty.

## **ARTICLE 10: UNIFORMS**

**A.** It is understood that the Chief of Police does reserve the right to select the uniforms worn by the personnel of the police department which is dictated by the Uniform and Dress Regulations Policy Volume 1 Chapter 17. 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.

1. It should be noted that the above does not limit the negotiation directly with the Township for additional items of comfort or safety to added to the uniform.

(Ex. Article 10 Section I. winter hats)

**B.** Prior to April 15<sup>th</sup> of each contract year, whichever shall occur later, each employee shall receive a "Uniform Allotment Form" Appendix B of Uniform and Dress Regulations Policy Volume I Chapter 17, from the Chief of Police. It is understood that Appendix B will include at a minimum all of the items from Appendix A and any other items the Chief of Police deems worthy to be added to said list. This list shall be completed and returned to the Chief of Police within fifteen (15) calendar days. Prior to May 15<sup>th</sup> of each contract year, 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 submission by the Township. The Township also agrees they will submit to the winner of the bid the consolidated order list by May 30<sup>th</sup> of each year.

**C.** All new full-time recruit police officers will be issued all the item listed in the Uniform and Dress Regulations Policy, Volume 1 Chapter 17 Appendix A (Officer Initial Allotment Form), before the employee has completed the Basic Training Course (Police Academy). Prior to the start of any employee's full-time position as assigned by the Chief of Police, employees will be issued all the items listed in Uniform and Dress Regulations Policy Volume 1 Chapter 17 Appendix A (Officer Initial Allotment Form). It is noted that the Uniform and Dress Regulations Policy Volume 1 Chapter 17 specifically Appendix A (Officer Initial Allotment Form) is the only part of the Policy that is negotiable between the Township of Maple Shade and this bargaining unit.

1. The Township agrees to provide all necessary/required equipment for recruits entering into the Police Academy, as required by the Academy. It is understood that this may vary

from Academy to Academy and would not be prudent to add specifically designated items to Appendix A as they may vary.

2. Any new equipment added to the department uniform at management's discretion or negotiated through normal collective bargaining shall be added to Appendix A without renegotiation of Appendix A.
3. It should be noted that the items within Appendix A hold a current value that is dictated by the current annual "Uniform Allotment Form", see Appendix B of Uniform and Dress Regulations Policy Volume 1 Chapter 17. Should an item be removed or changed in Appendix A, it is understood that the value, if it is a loss, is to be reallocated to purchase additional items within Appendix A. The items that the money will be reallocated to will be negotiated with the Township and the Collective Bargaining Unit.
4. Should an item be discontinued by the manufacturer or not readily available, the Chief of Police reserves the right to substitute that item for an item of substantially similar quality style and value.

**D.** The General Specification of items indicated in Appendix "A" and Appendix "B" shall be as follows:

1. Duty Belt (understood to include an Under Belt, Duty Belt, Magazine Pouch, handcuff Case, OC Spray/Holder, Firearm Holster and Radio Holder)
2. Management and/or Chief of Police will provide the Patrol Officers with an agreed upon service (duty) pistol. At the time of signing of this Agreement the current service (duty) weapon issued is a Sig-Sauer, .357, Model P229 service weapon.
3. Issued ammunition Cal. .357, 147 grain, J.H.P., Hollow Point Bullets and/or other approved duty ammunition as available
4. Winter (Long Sleeve) and Summer (Short Sleeve) Shirts
5. Pants
6. Hats
7. Badges, Nameplates, Numbers, Letters, Rhodium Plated or Embroidered
8. Raincoat and Hat/Hood, Reversible
9. Winter Coat with Zip-out Lining
10. Investigative Unit Officers / Detectives: Shoulder Holster or Hip Holster

- E. The Township agrees to budget sufficient funds for the replacement or repair of uniforms and equipment due to loss or damage 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. **Uniform Officers:** All uniformed officers shall receive a uniform allowance permitting uniform purchases up to \$1,350.00 in 2023, \$1,375.00 in 2024, \$1,400.00 in 2025, \$1,450.00 in 2026 and \$1,450.00 in 2027.
  2. Uniformed officers, who, in the opinion of the Chief of Police, have a sufficient number of items specified in Section C aforesaid, which are in acceptable condition, may receive, at their option, reimbursement for up to \$750.00 in work related items. Each employee may only apply for reimbursement once in any contract year. Any such reimbursement will be deducted from the employee's uniform purchase allowance. A work-related item is one which could be used for a police related function, and no other, excluding firearms of all types, but including any item, which could be worn under the regulation uniform to increase employee comfort, or one of the following: eyeglasses, rechargeable flashlights, digital recording devices, writing pens suitable for report writing and binoculars.
  3. If an employee chooses to exercise the \$750.00 payment option permitted above, the employee shall present for approval to the Chief of Police or his designee a request for permission to purchase item(s). Said approval shall be granted or denied within five (5) working days. If permission is granted, the employee may purchase said item(s) and upon submitting receipt(s) and a signed Township voucher for same to the Chief of Police, shall be paid within thirty (30) calendar days. Said approval will include minor overages within the Township budgeted funds such that reasonable requests for reimbursement will

be processed by purchasing.

4. All Officers shall receive a Uniform Maintenance Allowance in the amount of \$1,350.00 each year in the years of 2023, 2024, and 2025. The Uniform Maintenance Allowance will be rolled into the employee's base salary each year after the percentage increase. The Maintenance Allowance will qualify as credible compensation as defined by PFRS and appropriate pension contributions will be made by the employee and the Township and will also be included in the calculation of overtime rate of pay. Effective January 1st, 2026, officers will no longer receive a Uniform Maintenance Allowance.
- 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 Investigative Unit Officers / Detectives, such allowance will be pro-rated at the time of payment for newly designated Investigative Unit Officers / Detectives based on the nearest whole months of service before payment from January 1st or July 1st. Upon termination of employment, a designated Investigative Unit Officer / Detective's final check shall be adjusted to pro-rate the semi-annual payment based on the nearest whole month of service.
- H.** The Township agrees to supply each member of the police department with a winter hat. This hat shall be made of material specifically designed to retain heat as its primary purpose. The style shall be similar to a "watch cap" or "skull cap". This hat shall be utilized as the "hat of the day" during cold weather conditions. The Township and PBA Local 267 agree not to change the provisions covering the use of this hat without mutual negotiation.

**ARTICLE 11: PAY PERIOD**

- A. Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accord with the provisions of the Township Ordinance.
- B. Employees shall be paid on Thursdays, however if a holiday falls on a payday, employees shall receive their pay on the preceding day

## **ARTICLE 12: TRAVELING EXPENSES**

- A. All employees traveling outside of the Township on official business at the explicit direction of the superior shall be paid for all reasonable expenses incurred in such travel. When an automobile is not provided by the Township, the Township shall pay the employee the current IRS rate per mile for the use of his/her private vehicle.

## **ARTICLE 13: INSURANCE**

As of January 1st, 2023 Medical benefits provided are based on the State Health Benefits Plan for New Jersey pursuant to N.J.S.A. 52:14-17.25 et seq. with Major Medical. All employees are required to pay a part of their insurance premium. Premium sharing shall be determined in accordance with the Rules and Regulations of P.L. Chapter 78 so long as it remains applicable. Subject to premium sharing, the Township of Maple Shade will continue to provide the following coverage.

### **A. Dependent Coverage**

The township shall make dependent coverage in the Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township Medical, Prescription Drug Plan or Dental Plan may elect to enroll their dependent in "Dependent to Age 31 Coverage" for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder.

Dependents that are permanently disabled will remain covered during the life of the employee.

"Civil union partners" and "domestic partners" under New Jersey law shall be considered as dependents eligible for insurance benefits.

### **B. Prescription Plan**

The Township of Maple Shade agrees to provide full-time Township of Maple Shade employees and his/her immediate family with a prescription plan. Prescription coverage will be provided by the Department of Treasury, Division of Pensions and Benefits under State Health Plan Benefits Program (SHBP), "Employee Prescription Drug Plan".

### **C. Dental Plan**

Beginning January 1st, 2023 The Township of Maple Shade agrees for the duration of this Agreement to provide all Officers, Investigate Unit Officers and Detectives and his/her immediate family

a Dental Plan through Delta Dental 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. The Dental Plan will be provided at no cost to the employee.

**D. Group Term Life Insurance**

The Township will provide for each full-time employee a \$60,000.00 group term life insurance policy with accidental death and dismemberment with double indemnity clause.

E. Sections A through E will be in effect through the duration of this Agreement. All benefit levels will remain equal to their existing level as of the signing of this Agreement. The Township may change insurance carrier or plans for economic reasons so long as the benefit level provided to the members of PBA Local #267 remains at their existing levels or comparable as of the signing of this Agreement. Any discrepancies as to the benefit level will be settled by an outside consultant to be agreed upon by the Bargaining Unit and the Township. Said consultant shall be paid for by the Township. The members of PBA Level #267 are in agreement with the Township that only this Article will be opened while negotiating a change of insurance carriers. A copy of the current Health Benefit Plan will be kept on file in the Township Managers office.

F. In the event that an employee is disabled while on duty, the employee and his/her family shall retain all health benefits that are provided for active employees. Benefits will continue for all dependents until the death of the employee occurs.

G. The Township shall be responsible for all costs incurred by an officer injured in the line of duty provided that the members of PBA Local #267 follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs due to the disregard or variations by the members of PBA Local #267 of the same will result in the termination of the Township Health Benefit coverage provided under this article for said injury or any directly related complications from said injuries.

H. The Township shall pay all reasonable funeral expenses for any Officer killed in the line of duty.

I. 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 26 of any officer killed in the performance of his police duties, for a period not to exceed 15 years.

J. Employees that have additional medical coverage may elect to opt-out of the medical plan after showing proof of additional insurance and may receive 25% of the yearly premium cost or a maximum of \$5000.00 whichever is less, of the highest priced policy with same coverage type (i.e. single/family/married) to be paid to the employee at the end of each quarter. The Township shall supply proof of premium to the employee's each benefit year. If an employee needs to be reinstated into the health care plan, they will submit a written request and may have to wait until the next open enrollment period to be re-instated depending on the applicable rules and regulations of the State Health Benefit Plan.

K. The Township of Maple Shade shall provide an annual \$1,500.00 Health Savings Account Contribution in addition to any statutory contributions to any officer who elects to utilize a High Deductible Plan from the State Health Benefits Program.

L. Those not eligible for the health insurance waiver shall be provided with an annual \$500.00 Flexible Spending Account by the Township of Maple Shade.

**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 \$1.50 per hour will be paid beginning January 1, 2023 for up to eight (8) 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 \$1.75 per hour will be paid beginning January 1, 2023 for up to twelve (12) 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 ½) times his regular rate or is on overtime at one and one-half (1 ½) 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 flat lump sum shall be made by the Township to an employee upon his retirement equal to one-half 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 for the duration of this contract.
- C. The Township shall provide a cash payment reimbursement not to exceed \$19,000.00 starting January 1,2023, 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 or Finance Office 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. 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 Finance Office by the 1st of each month.
  - 3. Upon retirement an Officer, Investigative Unit Officer or Detective will have the option to choose to join the New Jersey State Health Benefits Plan which was incorporated in 1961 under NJSA 52:14-17.25 et. seq and will have Major Medical, U.C.R or 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. 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 1 of the upcoming year

- b. At anytime a qualifying life event occurs with coverage to become effective without delay after making notification to the Township of Maple Shade Chief Financial Officer and in compliance with the applicable rules and regulations of the State Health Benefits Plan.
  
- 4. The retired employee shall retire with the level of benefit as 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.
  
- D. Both parties agree that any person becoming a full-time police officer in Maple Shade shall immediately become a member of PFRS subject to the conditions set forth in NJSA 43:16A, et seq.

**ARTICLE 16: EDUCATIONAL PROGRAMS**

- A. Any Officer seeking to further his/her education in Police Science and/or Criminal Justice programs, of 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 jobs skills will be reimbursed in accordance with the following conditions.
1. 100% reimbursement for all tuition and college assessed fees including textbooks 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. Retirement will only be paid to any Officer who maintains a 80% 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.
  4. 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 December, based on the following:

Year	Associates	Bachelors	Masters
2023 - 2027	\$900.00	\$1,000.00	\$1,100.00

## **ARTICLE 17: CORPORAL**

- A. There are four (4) Corporal positions each assigned to a patrol squad and one (1) Detective Corporal, there is also one (1) School Resource Officer Corporal, and one (1) Community Affairs Corporal. The promotion to Corporal is selected by management. Each Corporal will receive an additional \$126.92 in 2023, \$130.77 in 2024 and \$134.62 in 2025, \$138.46 in 2026, and \$142.31 in 2027 per pay period effective January 1<sup>st</sup> of each year, \$3,300.00 in 2023, \$3,400.00 in 2024, \$3,500.00 in 2025, \$3,600.00 in 2026 and \$3,700.00 in 2027 annual salary increase which will be incorporated into their salary guide. This Corporal salary would qualify as credible compensation as defined by PFRS and appropriate pension contributions will be made by the employee and the Township and would be included in the calculation for overtime rate of pay. (See Chapter II. Article 1 Salaries & Wages)
- B. To qualify for a Corporal position, the officer must have completed at least three (3) years of service as a full time police officer with the Maple Shade Police Department.
- C. The title of Corporal may only be removed from an Officer for “just cause”, or by agreement by the employee. If management seeks to strip the title and related compensation from an officer holding the position, the officer is entitled to Notice, A Hearing and an appeal in accordance with the Grievance Procedures outlined in this agreement.
- D. The Township shall not use the Corporal position to delay filling an open Sergeant position. Open positions shall be promptly filled by promotion either permanent or provisional as the circumstances may dictate.

## **ARTICLE 18: INVESTIGATIVE DIVISION**

- A. All employees performing duties of a Detective as assigned by the Chief of Police with the approval of the Township Manager shall be excluded from Article 7, Section C.
- B. All employees performing the duties of a Detective as assigned by the Chief of Police, with the approval of the Township Manager, shall receive an additional \$111.54 in 2023, \$115.38 in 2024, \$119.23 in 2025, \$123.08 in 2026 and \$126.92 in 2027 per pay period effective January 1<sup>st</sup> of each year, a \$2,900.00 in 2023, \$3,000.00 in 2024, \$3,100.00 in 2025, \$3,200.00 in 2026 and \$3,300.00 in 2027 annual salary increase which will be incorporated into their salary guide. In addition to the above, each Detective shall receive eight (6) hours of compensatory time for each on call week, whether called in or not.
- C. In Lieu of Chapter II, Article 10, Section F subsections 1-3 (only), Detectives shall receive a clothing allowance of \$1,500.00 in 2023, \$1,550.00 in 2024, \$1,600.00 in 2025, \$1,650.00 in 2026 and \$1,650.00 in 2027 payable Semi-annually in a separate check by the first pay period in the months of April and August.
- D. The Detective Corporal will receive the Corporal stipend in lieu of the Detective stipend. See Chapter II, Article 1 Salaries & Wages.
- E. Upon the re-assignment to the Detective Bureau after August 1, officers will receive an immediate, additional one time, \$500 clothing allotment payment in addition to the original detective clothing allotment received annually.
- F. Detective Corporal or Shift Commander performing the duties of the Detective Sergeant during the hours when he/she is not present will be compensated at the appropriate Detective Sergeant Rate of Pay to include overtime.

## **ARTICLE 19 – SCHOOL RESOURCE OFFICER (SRO)**

- A. The work schedule for any officer assigned to the SRO position, shall consist of eight-hour days Monday through Friday 7:15 am to 3:15 pm.
  
- B. In the event the SRO is to work outside of the regular work schedule for school events, he/she will be paid in compensatory time for up to 16 events as previously agreed upon by the Maple Shade Board of Education and the Maple Shade Police Department. These events include but are not limited to Sporting events, Prom, and Basket Bonanza. Any additional events requiring police personnel will be paid as overtime or compensatory time at the choice of the officer working same and must be open to normal overtime bidding procedures.
  
- C. In the event the SRO is to be required to respond in or hold over in excess of regularly scheduled work hours listed in section A for any criminal investigation or incident, he/she will be compensated in overtime or compensatory time, at the choice of the officer.

## **ARTICLE 20 - COMMUNITY AFFAIRS OFFICER (CAO)**

Both the Township and PBA Local 267 recognize the position of Community Affairs Officer is an added value to the Maple Shade Police Department. As such, due to the Community Affairs Officer position being in its infancy at the signing of this contract, PBA Local 267 recognizes that management may develop a schedule as necessary to accomplish the development of this position. Furthermore, it is agreed the schedule and any other negotiable items for this position will be re-negotiated and codified no later than January 1, 2026. A Memorandum of Agreement between PBA Local 267 and the Township of Maple Shade will be an acceptable amendment to the contract and the starting point for any future negotiations.

In Lieu of Chapter II, Article 10, Section F subsections 1-3 (only), the Community Affairs Officers shall receive a clothing allowance of \$1,500.00 in 2023, \$1,550.00 in 2024, \$1,600.00 in 2025, \$1,650.00 in 2026 and \$ 1,650.00 in 2027 payable Semi-annually in a separate check by the first pay period in the months of April and August. It is understood that the Community Affairs Officers must maintain a separate dress uniform and regular patrol uniform from this allowance.

## **ARTICLE 21 - ADMINISTRATIVE TRAFFIC OFFICER (ATO)**

Any officer assigned to the Administrative Traffic Officer (ATO) position, shall have a schedule to consist of an eight (8) hour consecutive work day, Monday - Friday, forty (40) hours per week between the hours of 0600-1800 hours, or as mutually agreed upon by Management and the Bargaining Unit.

If the ATO has to handle any emergency administrative assignment outside his/her assigned hours of operation during the period of Monday- Sunday he or she shall be compensated at a minimum of 2 hours at their 1.5 Overtime rate or 1.5hrs Compensatory time at their discretion.

## **ARTICLE 22 - K-9 OFFICER**

Effective January 1st, 2023, an Officer designated as the Maple Shade Township K9 Officer shall receive an annual stipend of \$3,000.00 annually, and pro-rated daily in any instance where less than one year of service time is provided. Payment shall be two (2) equal pays in the 2nd payroll period of June and December. Such payment shall be in consideration for which harboring and keeping of said dog includes housing, care maintenance, boarding, feeding, grooming and any other time for services is associated with the care of the K-9.

The K9 Officer shall also be compensated for call-outs based on the officer's overtime rate and in accordance with all other articles and provisions of this Agreement. This officer may elect to take these hours worked in the form of Compensatory Time or Overtime at the choice of the officer.

Expenditures for necessities, for the K-9, to include but not limited to food, and medical bills, not already covered by the township shall be paid for by the township upon proof of purchase provided by the K-9 Officer. Additionally, the Township of Maple Shade shall be responsible for the following:

- All equipment necessary for duty and transport of the K-9;
- Any and all equipment that is worn or damaged by either the K-9 Officer or K-9 shall be replaced in a timely manner. It is the responsibility of the K-9 Officer to report such deficiencies and damages to his/her immediate Supervisor immediately.
- Any new equipment or improved equipment shall be approved by the Chief of Police and paid for by the Township.

It is mutually agreed the K-9 officers 12 hour schedule may be different from that of a normal rotating 12 hour patrol officer, therefore the K-9 officer schedule shall be determined based upon covenants agreed upon and afforded to all other Local PBA 267 Patrol Officers covered under this Agreement, but with the understanding actual hours may vary from a typical patrol officer.

**ARTICLE 23 - OUTSIDE REASSIGNMENT**

- A. Any officer reassigned temporarily or permanently to any outside agency will be assigned to the investigative division and will be awarded all contractual benefits that a detective receives.

## **CHAPTER III**

### **ARTICLE 1: NO CONFLICT PROVISIONS**

- A. 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: NON VERBAL STATEMENT**

- A. 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 operations 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.

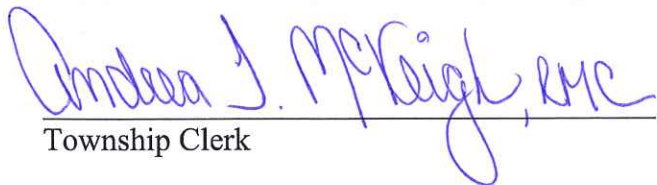
**ARTICLE 5: PERIOD OF CONTRACT**

- A. This contract shall cover the period from January 1st, 2023; to midnight, December 31st, 2027.
- B. All the provisions of this agreement shall be effective January 1st, 2023 except those provisions where another date is provided.
- C. Negotiations for renewal of this contract or to the execution of a new contract may begin on or before July 1st, 2027.
- 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.

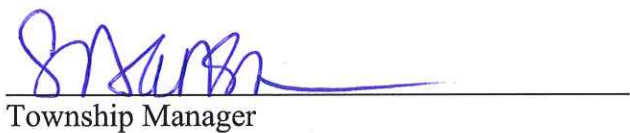
**ARTICLE 6: EXECUTION OF AGREEMENT**


In execution of this agreement, the police Association Pay Committee represents that the membership of the Organization has been made of its 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.

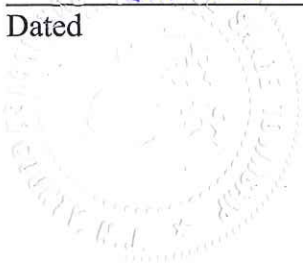
**FOR THE TOWNSHIP OF MAPLE SHADE**

  
Township Clerk

  
Mayor

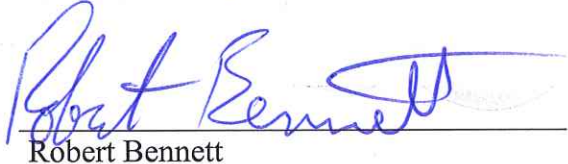
  
Township Manager

  
Dated

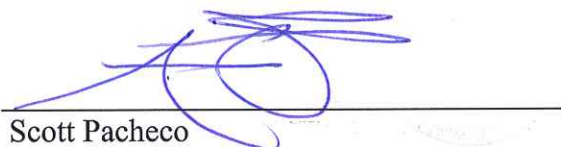


**FOR PBA LOCAL 267**

  
Diego Alvarez

  
Robert Bennett

  
Justin Jericho

  
Scott Pacheco

  
Justin Worstall

# TOWNSHIP OF MAPLE SHADE

## RESOLUTION 2022-R-171

### AUTHORIZE EXECUTION OF COLLECTIVE BARGAINING UNIT CONTRACT FOR POLICE PATROL

WHEREAS, as a result of negotiations between Police Patrol and the Township of Maple Shade, contract terms were agreed upon between the said parties; and

WHEREAS, a contract has been prepared for the period of January 1, 2023 through December 31, 2027 which contract accurately reflects the agreement between the parties; and

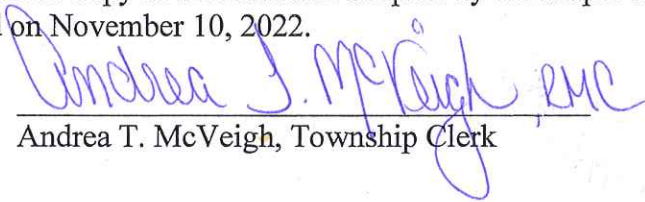
WHEREAS, this contract has been reviewed and approved by the appropriate representatives of the parties; and

WHEREAS, the Township Council deems it to be in the best interest of the Township of Maple Shade to approve said Collective Bargaining Unit Agreement between the Township and Police Patrol.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade that the Mayor and Township Clerk are hereby authorized to execute the Collective Bargaining Agreements described above for the period of January 1, 2023 through December 31, 2027. A copy of the executed Agreement shall be on file in the office of the Township Clerk.

### CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on November 10, 2022.

  
Andrea T. McVeigh, Township Clerk

DATE: November 10, 2022

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Kauffman			x			
Schmidt		x	x			
Volpe	x		x			
Wiest			x			
Nunes			x			