

**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF MAPLE SHADE**  
**AND**  
**CHRISTOPHER J. FLETCHER**  
**CHIEF OF POLICE**  
**OF THE TOWNSHIP OF MAPLE SHADE**

**January 1<sup>st</sup>, 2023, to December 31<sup>st</sup>, 2027**

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**EMPLOYMENT CONTRACT BY AND BETWEEN THE TOWNSHIP OF MAPLE SHADE, BURLINGTON COUNTY, STATE OF NEW JERSEY AND THE CHIEF OF POLICE, CHRISTOPHER J. FLETCHER, FOR THE TOWNSHIP OF MAPLE SHADE**

**THIS AGREEMENT**, dated the 8th day of December, 2022 is by and between the Township of Maple Shade, a Municipal Corporation of the County of Burlington, State of New Jersey, (hereinafter referred to as the “Township”) and Christopher J. Fletcher, of Haddon Heights, New Jersey, (hereinafter referred to as “The Chief”).

RECITALS

**WHEREAS** Christopher J. Fletcher was appointed to provisionally serve as the Chief of Police of the Township of Maple Shade effective May 9, 2019, and was then permanently appointed on January 23rd, 2020, and has performed admirably in that position;

**WHEREAS** the Township and the Chief wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

**WHEREAS** the parties further seek to memorialize the terms of this employment relationship in writing; and

**NOW THEREFORE BE IT RESOLVED**, the parties agree as follows:

ARTICLE 1 – EMPLOYMENT

The Township agrees to employ Christopher J. Fletcher as the Chief of Police of the Township of Maple Shade, during good behavior and in accordance with New Jersey State Statute and New Jersey Civil Service Regulations subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this Agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this Agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

### **ARTICLE 3 – DUTIES AND RESPONSIBILITIES OF THE CHIEF**

The Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statute N.J.S.A. 40A:14-118, in compliance with Township ordinances and the regulations and policies established by the New Jersey Attorney General's Office. The responsibilities of the Chief shall include, but not be limited to the following:

- a. Conduct and manage the day-to-day operations of the Maple Shade Township Police Department.
- b. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel.
- c. Have exercise and discharge the functions, powers, and duties of the police force.
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- e. Prescribe the duties and assignments of all Captains, Lieutenants, Sergeants of Police, Police Officers, Reserve Police Officers, Special Law Enforcement Officers, those certified by PERC as being represented by another Union and all civilian personnel as assigned to the police department.
- f. Report at least monthly at the regular meetings of the Township or by any such other forms as requested by Council or the Township Manager as to the operation of the police department.
- g. Report to the Township Manager on a regular basis regarding the operations and needs of the department.

### **ARTICLE 4 – WORK WEEK**

The position of Chief is a salaried position compensated pursuant to the salary paragraph in this Agreement. This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Chief shall work on average a minimum of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, or other factors. All parties endorse a policy of flexibility which allows the Chief to

adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

**ARTICLE 5 – SICK LEAVE**

The Chief shall be entitled to utilize accumulated sick leave as provided for in the current Township Police Superior Officers’ Collective Bargaining Contract.

**ARTICLE 7 – FUNERAL LEAVE**

In the event of the death in the Chief of Police’s immediate family, the Chief of Police shall be given fifteen (15) days of leave with pay for a family member within the State of New Jersey and ten (10) days of leave with pay if not within the State of New Jersey. Immediate family shall mean spouse, sibling, child or grandchild, parent, stepparent, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

Notwithstanding any provision of this Article, funeral leave shall be granted with pay for a period of one (1) day for any other family member.

**ARTICLE 8 – VACATION DAYS**

The Chief of Police shall be permitted to take vacation time at his choosing throughout the year and shall not be unduly interfered with by the Township in the responsible use of his time.

Pursuant to N.J.S.A. 11A6-3(e), the Chief of Police may carry over up to one full year of unused vacation time annually. This total accumulation shall not exceed two (2) years of allotted vacation time in any given year.

Annual Vacation time will be granted based on years of service as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION DAYS</u></b>
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

**YEARS OF SERVICE**

26 Years  
27 Years  
28 Years  
29 Years  
30 Years  
31 Or More Years

**VACATION DAYS**

28 Days Per Year  
29 Days Per Year  
30 Days Per Year  
31 Days Per Year  
32 Days Per Year  
35 Days Per Year

**ARTICLE 9 – HOLIDAY TIME**

The Chief of Police shall be entitled to the following holidays as celebrated by all full-time employees:

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Easter Monday	Memorial Day
Independence Day	Labor Day	Veterans Day
Thanksgiving Day	Day After Thanksgiving	Christmas Eve
Christmas Day		

When the Chief of Police is required to work on any one of the days listed above, due to low manpower or an emergency, he shall be granted time off, of his choosing which shall not be unduly interfered with by the Township in the responsible use of his time. Additionally, if the Chief of Police, at his discretion should choose to work a holiday, he shall be compensated at his hourly rate, for the actual number of hours worked, in addition to his normal holiday pay.

**ARTICLE 10 – PERSONAL DAYS**

The Chief of Police shall be entitled to three (3) personal days annually to be used for personal business. Personal days may not accumulate from year to year.

## ARTICLE 11 – HEALTH, PRESCRIPTION, DENTAL AND LIFE INSURANCES

**Health and Prescription Insurance:** The Chief of Police shall be entitled to the same health and prescription insurance as specified in the current Township of Maple Shade Police Captain and Lieutenant's Collective Bargaining Contract. Any Premiums to be paid shall be in accordance with current rules and regulation of P.L Chapter 78 so long as it remains applicable and is aligned with the premium sharing rules of the Township of Maple Shade for active full-time employees.

Should the Chief of Police elect to Opt-Out of the Health and Prescription Insurance Plan offered by the Township of Maple Shade, the Chief may waive coverage and receive a maximum benefit in accordance with all State and Local Laws. The Chief may however, elect to re-enroll in the Health and Prescription plan during the Annual Open Enrollment period each year with coverage to become effective January 1<sup>st</sup> of the coming year, at any time a qualifying life event occurs with coverage to become effective without delay after making notifications to the Chief Financial Officer of the Township of Maple Shade.

**Dental Insurance:** The Chief of Police shall be entitled to the same dental insurance as specified in the current Township of Maple Shade Police Captain and Lieutenant's Collective Bargaining Contract. Beginning January 1st, 2023, The Township of Maple Shade agrees for the duration of this Agreement to provide the Chief and his/her immediate eligible family members 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 at no cost to the employee. The Chief shall be permitted to use the maximum \$1,000.00 Orthodontics per year per family member coverage towards implants should he choose.

**Life Insurance:** The Township of Maple Shade shall pay for a Life Insurance plan equal to \$60,000 for the Chief of Police, payable in the event of the Chief of Police's death during his/her full-time employment with the Township of Maple Shade. The plan may be reduced based on age and as dictated by the carrier.

**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.

#### **ARTICLE 12 – CLOTHING ALLOWANCE**

The Chief shall not receive an annual clothing allowance. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

The Township of Maple Shade will provide for in the police department annual budget for the purchase of necessary uniform items for the Chief of Police. These items will be at the discretion of the Chief of Police and upon encumbrance of proper purchasing procedures.

#### **ARTICLE 13 – VEHICLE**

Due to the nature of the employment conditions of the Chief of Police, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and limited personal use. The make and model of the automobile shall be determined by the Township; however, it shall be a full size four door car or SUV and shall be equipped with such safety equipment as needed for police work.

The Chief shall be permitted to use the vehicle for his limited personal use. There shall be no limit on the use of the vehicle for police work or anything associated with police work, such as attending meetings, training, conferences, and any other traveling needed to perform the duties of Chief.

The Township shall pay all expenses for the operation and upkeep of the vehicle such as car insurance, tires, gas, oil changes, etc.

The vehicle shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the Police Department as appropriate to use the vehicle for a designated police purpose.

**ARTICLE 14 – EDUCATION AND COLLEGE CREDITS**

The Chief shall not be entitled to an annual payment for previous college credits or degrees earned.

The Township of Maple Shade will reimburse the Chief of Police 100% for all tuition and college assessed fees including textbooks and parking for the completion of obtaining any higher educational degree furthering his/her education in Police /Science, Law, Criminal Justice and/or Public Administration programs. Payment will be made directly to the Chief of Police in the form of a separate check upon proof of obtaining a “B” average and with submission of paid receipts.

The Township of Maple Shade will pay 100% for any seminar, training class, online seminar, certification and/or licensure for the Chief of Police that is related to the duties and responsibilities of furthering his/her work as an employee of the Township of Maple Shade. Payment will be made directly to the vendor or institution in which the program is being held by properly encumbering the funds through the proper purchasing procedures.

**ARTICLE 15 – COMPENSATION**

During the terms of this Agreement, the Chief of Police shall receive the following base annual salaried wages:

2023	\$173,374.90
2024	\$177,644.27
2025	181,582.77

2026 \$182,562.43

2027 \$186,213.67

The Chief of Police is a management position and as such is an exempt employee under the Fair Labor Standards Act for the purposes of overtime. It is mutually agreed upon that the Chief of Police will not work outside “off-duty” work for contractors typically known as “road jobs” unless, a road job cannot be filled by any other officer in the department, and the Maple Shade Local PBA 267 and Township Manager have signed off acknowledging there is no other officer available to cover the road detail.

If after exhausting all lists for off-duty road work through the Maple Shade Police Department, the Chief of Police is the only officer left available to fill the vacancy, and both the Maple Shade Local PBA 267 and Township Manager both have signed off acknowledging the vacancy, the Chief of Police may work the overtime.

The Chief of Police will earn an overtime rate no greater than the off-duty rate as published in the Municipal fee ordinance for off-duty rate officers. Additionally, the Chief of Police will be limited to no more than one (1) Off-Duty Emergency Road Work job every ninety (90) days.

The Chief of Police shall be permitted to earn extra income off duty with the approval of the Appointing Authority in a non-law enforcement capacity. Examples of approved employment would be instruction of educational classes, training instructor, hearing officer, investigator etc. The Chief of Police will be limited to no more than fifteen (15) hours per week in any extra income assignment and it is clearly recognized that his/her role as Chief of Police shall take precedence over any extra outside employment.

#### **ARTICLE 16 – LONGEVITY PAY INCREASES**

The Chief of Police is not entitled to Longevity Pay

#### **ARTICLE 17 – RETIREMENT**

Upon retirement the Chief of Police shall retain all rights under New Jersey Law and be paid under the provisions of the Police and Firemen’s Retirement System (PFRS) of New Jersey.

The Chief of Police, upon his retirement, shall be entitled to the following sellbacks of unused accumulated time:

Vacation Time	up to 560 hours	maximum 2 years
Sick Time	up to \$15,000.00	

**Retirement Insurance Benefits:** The Chief of Police retiring from active duty with the Township of Maple Shade, and in good standing, shall be entitled to continued health benefits for the Chief of Police, his spouse and all statutorily eligible dependents as provided for in accordance with the Township of Maple Shade Retiree Benefit Plan at the time of the Chiefs retirement. The Chief Shall be entitled to receive a reimbursable retiree health, prescription, and dental insurance consistent with the then current Township of Maple Shade Retiree Insurance Benefit Offering as of the date of his retirement up to up \$20,000.00. Should the Chief predecease his spouse, his spouse will receive health, prescription, and dental insurance coverage for up to one year as if the Chief of Police were still living so long as the spouse does not re-marry. Any dependents, not yet of the age of twenty-six (26) will be entitled to the same benefits as well.

Upon reaching the age of sixty-five (65) years of age or whenever the retired Employee is first eligible for Medicare, the Township of Maple Shade shall provide to the Chief of Police health benefits in accordance with the plans available to those of Medicare age and in accordance with the plans available under the then Captain and Lieutenants Contract of the Township of Maple Shade Collective Bargaining Unit Contract

The Chief agrees to provide the Township of Maple Shade no less than four (4) months' notice of his intended retirement date so that there may be ample time for the Township to put in place a transition team.

**ARTICLE 18 – PROFESSIONAL DEVELOPMENT / LAW ENFORCMENT  
CONFERENCES**

The Chief of Police shall be permitted to attend and be compensated for at his regular rate of pay any seminar, in-service training, or sponsored by the International Association of Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a

management or supervisory nature provided that the same is approved by the Township Manager in advance.

The Township of Maple Shade agrees to grant paid training time off to the International Association of Chiefs of Police Annual Training Conference, including travel time of five (5) days for the Chief of Police to attend the Annual International Association of Chief's Training Conference which is held in various locations throughout the United States on an annual basis each year. All costs and expenses associated with the conference will be paid for by the Township with advance approval by the Township. A maximum \$100.00 per day for meals will be allowed to be submitted for reimbursement with receipts no later than 7 days after the end of the conference.

The Township of Maple Shade agrees to pay for the Chief of Police's dues for the membership in all professional associations the Chief see's necessary with approval from the Township Manager.

**ARTICLE 19 – NON-PRECEDENT**

This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements.

**ARTICLE 20 – CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the then current Township Police Superior Officer's Collective Bargaining Contract however, the parties agree that unless a benefit is specifically referred to in this agreement, the Chief will not be entitled to the benefit.

**ARTICLE 21 – ENTIRE AGREEMENT**

This Agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

**ARTICLE 22 – SEPARABILITY AND SAVINGS APPLICATION**


If any provision of the Agreement or any application of this Agreement is held to be invalid by operation of law or by a court or other tribunal of competent authority, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

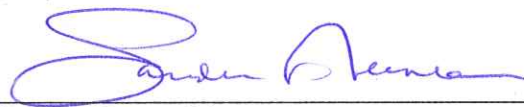
**ARTICLE 23 – TERM OF CONTRACT**

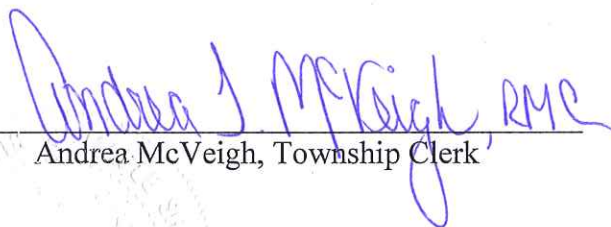
The term of this Agreement shall commence on January 1<sup>st</sup>, 2023, and end on December 31<sup>st</sup>, 2027. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes and the New Jersey Civil Service Regulations. The terms of the Agreement may only be modified by the mutual consent of the parties.

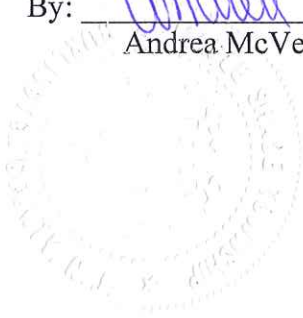
IN WITNESS THEREOF, the parties hereto have caused this document to be properly signed and sealed this 8th day of December, 2022.

By:   
Christopher J. Fletcher, Chief of Police

By:   
Susan E. Danson, Township Manager

By:   
Sandra Nunes, Mayor

By:   
Andrea McVeigh, Township Clerk



# TOWNSHIP OF MAPLE SHADE

## RESOLUTION 2022-R-173

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

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

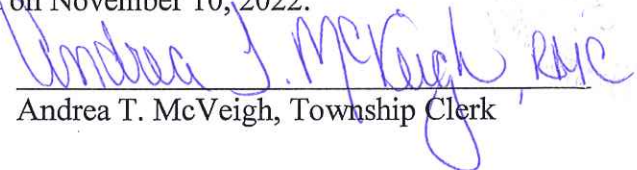
WHEREAS, this contract has been reviewed and approved by the appropriate representatives of the parties; and

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 Chief.

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			