

**AGREEMENT BETWEEN**  
**THE TOWNSHIP OF MAPLE SHADE**  
**AND**  
**POLICEMEN'S BENEVOLENT ASSOCIATION**  
**LOCAL 267**  
**CAPTAIN & LIEUTENANTS**

**JANUARY 1<sup>ST</sup>, 2023 to DECEMBER 31<sup>ST</sup>, 2027**

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This Agreement dated 11/30, 2022 by and between the Township of Maple Shade, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and the Township of Maple Shade Police Benevolent Association Local 267 Captain & Lieutenants, hereinafter referred to as the "PBA Local 267";

### **ARTICLE 1 – RECOGNITION**

It is the intention of the parties that this Agreement be construed in harmony with the New Jersey statutes, New Jersey Civil Service Commission (CSC) rules and regulations, Township ordinances or Police Department rules and regulations, but no Township rule or Police Department rule or regulation shall amend or alter any provision of this Agreement.

The Township recognizes the Captain and Lieutenants of PBA Local 267 as the sole and exclusive negotiating representative and bargaining agent for all Captains & Lieutenants of the Township of Maple Shade Police Department for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment, who are employees, or who after becoming employed by the Township of Maple Shade, which are individuals are hereinafter referred to as employees.

Specifically excluded from the represented class, referred to above are the Chief of Police, Sergeant of Police, Police Officers, Reserve Police Officers and those certified by PERC as being represent by another union and all civilian employees.

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**

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 the 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.

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 operation,

the determining of employee competency, the right to hire, to transfer, to promote, demote, to dismiss or discipline for cause, and to layoff are rights vested exclusively in the management personnel of the Township subject to the terms of this working policy agreement per New Jersey and Federal Law.

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.

### **ARTICLE 3 – MAINTENANCE STANDARDS**

The Township will not seek to diminish or impair any benefit or privilege not covered by this Agreement by provided by law, rule, or regulation for employees without prior notice to the PBA Local 267 and, when appropriate, without negotiation with the PBA Local 267 unless required by law. However, this Agreement shall be construed consistent with the free exercise of rights reserved to the Township by the Management of Rights Clause of this Agreement.

### **ARTICLE 4 – ASSOCIATION REPRESENTATIVES AND MEMBERS**

Authorized PBA Local 267 Representatives, whose names shall be filed in writing with the Chief of Police, shall be permitted by appointment, with the exception of emergencies, to file grievances. PBA Local 267 Representatives rights shall be exercised reasonably, and representatives shall not interfere with the normal conduct of the work of the Police Department.

The Township shall not discharge or discriminate in any way against any employee for PBA activities or for Local Association membership.

The rights of both the Township and the Employee shall be respected and the provision of the Agreement for the orderly settlement for all questions concerning such rights shall be preserved.

This Agreement shall not be changed or amended except by mutual agreement reduced in writing and duly executed by parties thereto.

Concerning State and/or National PBA functions, whatever New Jersey State Laws afford to the recognized PBA delegate, alternate or designee, concerning, concerning time off to attend

Association business, shall also be afforded to the Association President or his/her designee, but not both.

#### **ARTICLE 5 – DUES CHECK OFF**

The Township agrees to deduct monthly from the earnings of those who are members of the PBA Local 267, and who have signed individual check-off authorization cards and have remitted same to the Township Finance Department. Cancellation of dues will only be accepted in writing by the employee to the Finance Department or Township Manager.

Dues Deduction or Termination becomes effective once received by the Finance Department and will be processed accordingly with the next scheduled payroll deduction.

#### **ARTICLE 6 – BULLETIN BOARDS**

The Township shall furnish suitable bulletin board space to be used exclusively by the PBA Local 267, in the event the PBA Local 267 determines that such bulletin board becomes a necessity to expedite and effectuate the best interest of the parties. In the event the PBA Local 267 elects to establish a bulletin board, it will be made accessible to the Township for posting of PERC related notices.

#### **ARTICLE 7 – NON-DISCRIMINATION**

The provisions of this Agreement shall apply equally to all employees without discrimination as to race, creed, color, national origin, ancestry, age, sex, marital or civil union status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability, liability for service in the United States Armed Forces or any other classification protected by Federal or State Law.

All reference to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The Township shall not interfere with the right of employees to become PBA Local 267 Members. There shall be no discrimination, interference, restraint or coercion by the Township or any Town representative against any employee because of PBA Local 267 membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or this Agreement.

The PBA Local 267 recognizes its responsibility as the bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Employees shall perform loyal and efficient work and service; they will use their influence and best endeavors to protect the property of the Township and its interest; and they will cooperate with the Township in always promoting and advancing the welfare and prosperity of same.

#### **ARTICLE 8 – NO STRIKE PLEDGE**

Neither the PBA Local 267 nor any person acting on its behalf will cause, authorize or support any strike (e.g., the concerted failure of employees to report for duty, willful absence from their positions, work stoppage or abstinence in whole or in part from the full, faithful and proper performance of the employee's employment duties), slowdown, walk-out or other job action against the Township.

The participation in any strike or strike-related activity as specified above shall constitute a material breach of this Agreement, and such participation by any employee shall be grounds for termination, subject to the grievance procedure set forth in this Agreement.

The PBA Local 267 will actively discourage employees from participating in any strike or strike-related activity as specified above or take whatever affirmative steps are necessary to prevent or terminate the same.

#### **ARTICLE 9 – WORK WEEK**

The position of Captain or Lieutenant are salaried positions compensated pursuant to Article 10 and 23 of this Agreement. It is understood and agreed upon that the normal work schedule for a Captain or Lieutenant shall be 40 hours and consist of either four (4) 10-hour shifts per week or five (5) 8-hour shifts per week, commencing Sunday and ending Saturday. In addition, Captains and Lieutenants shall work any additional hours necessary for the performance of their duties, including but not limited to responding to call-ins, for which they shall be compensated accordingly, i.e., overtime, compensatory time, etc. (see Article 10 and 23).

Nothing contained within this Article shall limit the Township or the Chief of Police's prerogative to determine or assign the particular hours, shifts or schedule of the Captain or Lieutenants covered by this Agreement.

The parties also endorse a policy of flexibility which allows the Chief to allow for adjustments to normal working hours as conditions allow. At any time, the Township or the Chief of Police reserves the right to re-schedule the Captain or Lieutenants, on a temporary basis to best meet existing conditions, and with first discussing with the Captain or Lieutenants.

**ARTICLE 10 – SALARIES AND WAGES**

Effective January 1<sup>st</sup>, 2023, the Captain shall receive the annual salary as follows:

2023 Jan. 1 – Dec. 31	2024 Jan. 1 – Dec. 31	2025 Jan. 1 – Dec. 31	2026 Jan. 1 – Dec. 31	2027 Jan. 1 – Dec. 31
<b>\$158,640.21</b>	<b>\$164,106.21</b>	<b>\$169,298.60</b>	<b>\$172,684.58</b>	<b>\$176,138.27</b>

Effective January 1<sup>st</sup>, 2023, the Lieutenants shall receive an Annual Salary as follows:

2023 Jan. 1 – Dec. 31	2024 Jan. 1 – Dec. 31	2025 Jan. 1 – Dec. 31	2026 Jan. 1 – Dec. 31	2027 Jan. 1 – Dec. 31
<b>\$142,984.11</b>	<b>\$148,058.71</b>	<b>\$152,890.04</b>	<b>\$155,947.84</b>	<b>\$159,066.79</b>

Both the Captain and the Lieutenants shall have \$1500.00 rolled into their annual salary in 2023, 2024 & 2025 for Clothing Maintenance. Thereafter, it is mutually agreed upon, the Clothing Maintenance will cease to be provided.

**SHIFT DIFFERENTIAL PAY**

In addition to the annual salaries, Lieutenant's shall be eligible to receive Shift Differential Pay for shifts commencing between the hours of 1:00pm and 2:00am as follows:

- For any shift commencing after 1:00pm **\$2.00**  
but not later than 6:59pm  
*up to 10 hours actually worked*
- For any shift commencing at 7:00pm or after **\$2.25**  
but not later than 2:00am  
*up to 10 hours actually worked*

The Lieutenant will not be paid differential pay when he/she is working on a call-in basis at one and one-half (1 ½) times his/her regular rate, or is on overtime at one and one-half (1 ½) times his/her regular rate or if they are appearing in court and receiving court pay

**ARTICLE 11 – PAY PERIOD**

The Township shall pay employees bi-weekly via Direct Deposit in accordance with the policy and procedure as set forth by Township Policy. The amount of the bi-weekly pay is determined by dividing the annual salary by the number of pay periods that occur in the calendar year. It is specifically acknowledged that not all calendar years have the same number of pay-periods and therefore some contract years within this Agreement may not have equal number of pay-periods.

Advice of Deposit may be issued on paper or paperless as determined by the Finance Office. Advice of Deposit will include as much information on the paychecks as possible and within the capabilities of the computerized payroll system.

**ARTICLE 12 - VACATIONS**

Captains and Lieutenants shall receive the following annual vacation leave with pay for their continuous service with the Township, except as otherwise provided:

<b><u>Years of Service</u></b>	<b><u>Vacation Days</u></b>
0 through 1 year	One Day Per Month
1 through 5 years	12 Days Per Year
6 through 10 years	16 Days Per Year
11 through 14 years	21 Days Per Year
15 through 20 years	23 Days Per Year
21 or More Years	24 Days Per Year
23 Years	25 Days Per Year
24 Years	26 Days Per Year
25 Years	27 Days Per Year
26 Years	28 Days Per Year
27 Years	29 Days Per Year
28 Years	30 Days Per Year
29 Years	31 Days Per Year
30 Years	32 Days Per Year
31 of More Years	35 Days Per Year

Vacations for each calendar year shall be granted upon request, as far as practicable, according to rank, and then seniority with the Commissioned Officer's Unit. The Chief of Police, or designee, reserves the right to deny or revoke any requests made for vacation based upon an emergent and/or legitimate police need.

Pursuant to N.J.S.A. 11A:6-3(e) an employee may carry over up to one (1) full year of unused vacation time. The total accumulation shall not exceed two (2) years of allotted vacation time.

Vacation leave shall be credited at the advance of each calendar year in anticipation of continued employment, based on the employee's years of continuous service. An employee who terminates employment for any reason whatsoever (i.e., voluntary retirement, involuntary resignation, termination, etc.) before the end of the calendar year shall only be entitled to a pro-

rated amount of vacation leave and has used in excess of his or her paid vacation days, shall reimburse the Township for paid vacation days in excess of his or her pro-rated and accumulated vacation entitlements. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

Upon retirement, should a Captain or Lieutenant have served twenty (20) years or more with the Township of Maple Shade, the Township will credit the employee with one full year of vacation time in the final year of employment (January to December) regardless of what month the employee retires.

### **ARTICLE 13 – HOLIDAYS**

The following days shall be celebrated as paid holidays off at straight time:

New Year's Day  
Martin Luther King Day  
Washington's Birthday (President's Day)  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve (12/24)  
Christmas Day

Paid holidays shall begin at midnight of the official observed day, which may be the actual holiday or when the holiday falls on a Saturday, the Friday before, or if the holiday falls on a Sunday, then the holiday is observed on the Monday after the holiday. Holidays that are observed while an employee is on vacation leave shall not be counted as vacation leave.

Should the Captain or Lieutenant be required, by the Chief of Police, to work on any one of the Holidays listed above, then the Captain or Lieutenant shall be paid an amount equal to the number of hours worked at his/her hourly rate, in addition to his/her regular pay for the holiday. Should the Captain or Lieutenant be assigned to the night shift, 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.

Any officer appointed to the rank of Captain or Lieutenant after January 1<sup>st</sup>, 2023, shall not be eligible for additional holiday pay, unless there is a specific departmental need for the Captain or Lieutenant to report to duty, in which case the Captain or Lieutenant will be paid an amount equal to the number of hours of worked at his/her hourly rate, in addition to his/her regular pay for the holiday. This clause does not apply to any current Captain or Lieutenant covered under this contract as of the signing of this agreement. The ability to choose to work a holiday and be compensated additional pay for the holiday shall remain in effect for those Captains and Lieutenants, so long as they hold the position of Captain or Lieutenant or at such time it is mutually agreed upon all parties the practice of such is deemed to be no longer in effect.

In addition to the above, Captains and Lieutenants shall be granted three (3) personal holidays of his/her choice and credited in advance at the beginning of each calendar year. The celebration of such days shall not unduly interfere with the operation of the Police Department. Requests for such days shall be made no less than one week in advance of the time desired. Said personal holidays do not rollover from year to year. An employee who terminates employment for any reason whatsoever, other than regular retirement (i.e., involuntary resignation, termination, disability, etc.) before the end of the calendar year shall not be eligible for payment of any portion of unused personal holiday time.

Upon retirement from the Township of Maple Shade, a Captain or Lieutenant with 20 or more years of service with the Township of Maple Shade, shall be entitled to pay for a maximum of three (3) unused personal holiday days.

The Captain and Lieutenant's will follow the Township's lead regarding the observance of holidays for each calendar year and receive the same benefits unless otherwise agreed upon.

#### **ARTICLE 14 – EDUCATION AND TRAINING INCENTIVES**

Effective January 1<sup>st</sup>, 2023, through December 31<sup>st</sup>, 2027, existing Captains and Lieutenants shall be eligible to receive a college credit benefit as a separate paycheck in November as follows:

Associates Degree	\$ 900.00
Bachelor's Degree	\$1,000.00
Master's Degree	\$1,100.00

The Township of Maple Shade will reimburse a Captain or Lieutenant 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 Captain or Lieutenant in the form of a separate check upon proof of obtaining a "B" average and with submission of paid receipts.

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 is lieu of reimbursement to the Township.

The Township of Maple Shade will pay 100% for any seminar, training class, online seminar, certification and/or licensure for the Captain or Lieutenant that is directly 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 fund through the proper purchasing procedures.

#### **ARTICLE 15 – EQUIPMENT, VEHICLES and SAFETY**

The Township shall allow each Captain and Lieutenant the use of police vehicle. The vehicle shall be assigned to each individual Captain and Lieutenant and shall be equipped as needed for their individual duty assignments.

The Township agrees to budget funds for fueling and the repair and maintenance of the police vehicles and to provide funds for specific items in said vehicle, including but not limited to, agency communication equipment and emergency lights and sirens.

The Township agrees to effectuate repairs to such items as radios, emergency lights and sirens when such defect has been reported to the proper authority in the Police Department. No employee shall be required to perform any non-office function without proper radio communication at his/her disposal or with defective equipment, if the defect has been reported to the proper authority and the Township has failed to have the defect corrected within a reasonable length of time.

#### **ARTICLE 16 - TRAVEL**

The Township shall reimburse Captains and Lieutenants for their necessary travel expenses incurred while on Township business, including hotel stays with prior approval.

Reasonable expenses, such as food, gas, and tolls etc., will be reimbursed up to a maximum of \$100.00 per day.

When a Township automobile is not provided by the Township, the Township shall reimburse the employee mile for mile for the use of their personal vehicles while on Township business at the prevailing IRS rate.

To receive reimbursement, the employee shall complete and submit a written request to the Finance Department with all receipts and proof of mileage.

Employees are expected to work the length of a normal workday while travelling and no overtime shall be worked unless authorized and pre-approved.

### **ARTICLE 17 – COURT**

Any Captain or Lieutenant who is required to appear in court on his/her off hours on behalf of the Township shall be paid at one and one half (1 ½) times, his/her regular hourly rate of pay for those hours of such appearance, but in no case less than two hours.

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

### **ARTICLE 18 – SICK LEAVE**

All employees shall be entitled to sick leave with pay as specified hereunder.

Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position. Sick Leave may be used by employees who are unable to work because of:

- i. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee.
- ii. To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member.

- iii. If an employee or a family member are a victim of domestic or sexual violence and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence.
- iv. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
- v. If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

An employee shall receive 120 sick leave hours or 15 days annually, pursuant to N.J.A.C. 4A:6-1.3, if the employee remains actively employed, and credited on January 1<sup>st</sup> of each calendar year. If the employee is separated from employment, the 120 hours shall be pro-rated at 10 hours or 1 ¼ days for each full month of employment.

Sick Leave will only be paid when an employee or a member of his/her immediate family notifies his/her supervisor of his/her absence prior to the start time of the employee's shift. No employee who is sick shall be paid for more than ten (10) hours in any twenty-four (24) hour period, unless his/her normal work period is more than ten (10) hours.

When a full-time employee is injured in the line of duty, he/she shall be entitled to an injury leave with full pay up to one (1) year from the date of his/her disability during the period in which he/she is unable to perform his/her duties, provided that the examining physician shall certify such injury or disability and that the employee shall agree to reimburse the Township for monies he/she may receive from Workmen's Compensation, Temporary Benefits or from possibly 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 shall not be charged against an employee's sick leave.

Unused sick leave shall accumulate from year-to-year without limit. The accumulation continues indefinitely until the time of the employee's retirement and employees shall be paid for one-half (1/2) of their total accumulated unused sick time up to \$15,000.00.

**ARTICLE 19 – FUNERAL LEAVE**

In the event of the death in a Captains or Lieutenants immediate family, a Captain or Lieutenant shall be given fifteen (15) calendar days due to the death of a spouse, provided that such spouse shall leave a surviving minor child or children. Otherwise, such leave shall be for a period of ten (10) calendar days.

Funeral leave shall be granted for a period of ten (10) calendar days to due to the death of a son, daughter, mother, or father.

Captain's and Lieutenants shall be granted special leave with pay because of a death in his/her immediate family, stepfamily 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. Such leave shall be granted from the date of death until the first tour of duty following interment.

Employees shall be granted special leave with pay for a period of one (1) calendar day due to the death of any relative or associate not specified in this Article.

**ARTICLE 20 – LEAVE OF ABSENCE**

Any Captain or Lieutenant desiring leave without pay for personal reasons, for a period of ninety (90) calendar days, shall make a request in writing to the Chief of Police not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Township and shall not be unreasonably or arbitrarily denied.

Captains, Lieutenants, or employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leave shall be granted or discharged in writing.

Family Leave shall be granted in accordance with the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA) and Township Policy. Leave pursuant to either the FLA, FMLA or both, shall run concurrently to any leave time that has

accrued to an employee. Employees covered by this contract shall be required to use accrued sick time for the first forty-five (45) calendar days prior to designation of leave as FMLA and FLA leave by the Township. FMLA and FLA leave, as applicable, shall apply to all leaves without pay.

Eligible employees must provide notice to their immediate supervisor if requesting a leave of absence under these Acts. Management and/or the Township has the rights to request that an employee provide a certification issued by a licensed health care provider to verify the necessity of the leave.

#### **ARTICLE 21 – MILITARY LEAVE -**

Military leave shall be administered in accordance with applicable law. In no event shall the Township provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal Active Duty; provided, however that the leaves of absence for Federal Active Duty or Active Duty for Training shall not exceed ninety (90) work days in the aggregate in any calendar year. Any leave of absence for such duty more than 90 workdays shall be without pay, but without loss of time. Therefore, the Town shall pay the difference between Township pay and military pay to an employee up to a maximum of ninety (90) working days in a calendar year. Any leave beyond ninety (90) working days in a calendar year shall be without pay from the Township.

#### **ARTICLE 22 – UNIFORMS AND UNIFORM MAINTENANCE ALLOWANCE**

The Township agrees to budget sufficient funds for the replacement or repair of uniforms and equipment due to loss or damages that are duty related. It is agreed that uniforms and equipment shall not be used for any other purpose other than Township duty.

It shall be left to the professional discretion of the Captain and Lieutenant as to when he should wear a formal or informal uniform or plain clothes; however the Chief of Police will have discretion and final say over all uniform procedures.

Each Captain and Lieutenant shall receive a cash clothing allowance issued in two equal parts in a separate check during the first pay period in April and the first pay period of August.

The Annual Uniform Clothing Allowance for Captains and Lieutenants shall be as follows:

2023	\$1,500.00
2024	\$1,500.00
2025	\$1,500.00
2026	\$1,500.00
2027	\$1,500.00

The Annual Uniform Clothing Allowance shall be pro-rated newly appointed Captain's and Lieutenant's based on the nearest whole months of service before payment from January 1<sup>st</sup> or July 1<sup>st</sup>. Upon termination of employment for any reason, a Captain or Lieutenant's final check shall be adjusted to pro-rate the Uniform Clothing Allowance based on the nearest whole month of service as well.

Effective January 1<sup>st</sup>, 2023, Captains and Lieutenants will no longer receive the Annual Cash Clothing Maintenance Allotment.

Upon termination of employment for any reason, all uniforms and equipment shall be returned to the Township prior to issuance of the employee's final paycheck.

### **ARTICLE 23 - OVERTIME**

Captain's and Lieutenants are eligible for overtime. Any Captain or Lieutenant scheduled to work ten (10) hours per day four (4) days per week who is required to work in excess of ten (10) hours in one day, or a Captain or Lieutenant who is regularly scheduled to work eight (8) hours per day five (5) day per week in a pay period (Sunday to Saturday), shall be paid at the rate of 1 ½ times their regular rate of pay for hours in excess of their normally scheduled shift.

Straight time hours actually worked, vacation time, sick leave, and compensatory time, approved by the Chief of Police are the only types of time qualified towards the forty-hours break over point for overtime when ordered to work overtime.

In lieu of payment of overtime as provided above, a Captain or Lieutenant may elect to take the overtime worked in the form of Compensatory Time on an hour for hour basis. However, no Captain or Lieutenant shall be permitted to accumulate more than 120 hours. All hours over this number shall be paid to the Captain or Lieutenant as overtime. The Captain or

Lieutenant must make the election for Compensatory Time at the end of the shift in which the time is worked.

All accumulated and recorded Compensatory Time shall remain in force and effect.

**ARTICLE 24 – RETIREMENT**

For purposes of this Article, Retirement shall mean an approved pension documented by the New Jersey Division of Pensions & Benefits, Department of Treasury, with a retirement allowance granted and paid under the provisions of the Police and Firemen’s Retirement System (PFRS) of New Jersey. Pensions can be in the form of Service Retirement, Early Retirement options, Special Retirement, Veterans Retirement, Ordinary Disability and Accidental Disability Retirement.

Upon retiring on a regular Service Retirement, a Captain or Lieutenant shall be entitled to the following sellbacks of unused accumulated time:

Vacation Time*	maximum of 2 years
Sick Time*	up to \$15,000.00

*\*Paid at the current rate of pay at the time of retirement*

For purposes of this contract, a Captain or Lieutenant with 20 or more years of service with the Township of Maple Shade, shall be entitled to receive payment for all allotted vacation time for the year in which they are retiring, said vacation time shall not be subject to pro-ration.

Additionally, upon retiring on a regular Service Retirement, Captain’s and Lieutenant’s shall be entitled to continued health benefits for themselves, their spouse and all statutorily eligible dependents as provided for in accordance with the Township of Maple Shade Retiree Benefits Plan at the time of their retirement.

If so, elected by the Captain or Lieutenant, in lieu of the Township Benefit Plan, the Township shall provide the Captain or Lieutenant, hired by the Township prior to April 1, 2017, a cash payment reimbursement not to exceed \$20,000.00 towards the cost of Health Insurance. Such benefit shall be reimbursable to the retiree through receipts provided to the Township finance department. It is the responsibility of the Retiree to provide the Township Finance Department with all documentation necessary as requested and to ensure the department has updated contact information so that reimbursement can be forwarded accordingly.

## **ARTICLE 25 – HEALTH BENEFITS**

The Township shall provide Health Insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. Premium sharing shall be determined in accordance with the Rules and Regulations of P.L. Chapter 78 so long as it remains applicable.

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.

### **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.

### **Prescription Plan**

The Township of Maple Shade agrees to provide full-time (32 or more hours per week)

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."

### **Dental Plan**

Beginning January 1st, 2023, The Township of Maple Shade agrees for the duration of this Agreement to provide all Captain and Lieutenants 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 at no cost to the employee.

### **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.

Sections A through E will be in effect through the duration of this Agreement. All benefit levels will remain equal or comparable 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 Captain and Lieutenants remains at their existing levels 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 Captain and Lieutenants agree 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.

If an employee shall become permanently disabled while on duty, and is collecting a disability pension, then 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.

The Township shall be responsible for all costs incurred by an officer injured in the line of duty provided that the Captain and Lieutenant follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs due to the disregard or variations by the Captain and Lieutenants 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.

The Township shall pay all reasonable funeral expenses for any Captain or Lieutenant killed in the line of duty.

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.

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% or \$5,000, whichever is less, of the amount saved by the municipality because of the employee's waiver of 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 Captain or Lieutenant 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.

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.

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 26 – GRIEVANCES

The purpose of this Article is to settle all grievance between the Township and members of the Local Association as quickly as possible to assure efficiency and promote employee morale.

A *Grievance* is defined as a disagreement or dispute between the Township and an employee, group of employees, and/or the Association involving the application or interpretation of this Agreement.

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.

A grievance shall be processed as follows:

- Step 1.** The aggrieved employee within ten (10) working days of the event, or events upon which the grievance is based will reduce this grievance in writing and present it to the Chief of Police. Within six (6) working days of receipt of the written grievance, the Chief of Police will meet with the aggrieved party and representative of the Local Association and attempt to resolve the grievance. Within six (6) working days of the meeting, the Chief will respond in writing to the aggrieved party and the Association.
  
- Step 2.** If the aggrieved party is not satisfied with the response from the Chief of Police or does not receive a response within the time limit provided, he/she may, within five (5) working days, submit the grievance to the Township Manager. Should the aggrieved employee fail to appeal the decision within the time limit provided, the grievance shall be considered resolved. The Township Manager or his/her designated representative shall seek to resolve the grievance with the aggrieved employee and a representative of the Local Association.
  
- Step 3.** If the Township Manager, aggrieved party, and a representative of the

Local Association are unable to resolve the grievance within fifteen (15) working days from the date the grievance is submitted to the Township manager, either the Township or the Local Association may elect to proceed to arbitration within thirty (30) working days. The Township and the Local Association shall share equally in the expense of the arbitrator. Arbitration shall be by a single arbitrator mutually selected by the parties. Either party may request the American Arbitration Association to submit a list of potential arbitrators to hear and decide the dispute. The arbitrator shall be selected in accordance with the rules and regulation of the American Arbitration Association. However, if the arbitrator rules in favor of the party not filing for arbitration on any grounds other than the merits of the application or interpretation of this agreement, the party filing for arbitration shall pay for the entire cost. Examples being, but 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 such as the Public Employees Relation Commission (PERC).

In addition to the grievance procedure, outlined in the above, 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 substation part thereof, such part having common interest in said grievance.
2. Contrary to the above individual grievance filing, said Class Grievance must be presented in writing within forty-five (45) calendar days of the occurrence on which the grievance is based. The Township is not liable for any economic loss, which shall result to an employee or the Association commencing five

- (5) calendar days after the occurrence.
3. The group grievance shall be presented in writing to by the Association President or his/her designee to the Chief of Police. Within five (5) worked days of the receipt of the written grievance, the Chief will meet with the Association President and/or his/her designees, but not to exceed a total Association representation of three (3) at this or any subsequent meeting to discuss the grievance and attempt to resolve same. Within five (5) working days of said meeting, the Chief of Police shall respond in writing to the Association President.
  4. If the Association President is not satisfied with the response from the Chief of Police or does not receive a response from the Chief of Police, within the time limit provided, he/she may, within five (5) working days, submit the grievance in writing to the Township Manager. Should the grievance not be appealed within the time limit provided, it shall be considered resolved. If the Township Manager and the Association are unable to resolve the grievance, the Association may appeal the matter as outlined in Step 3 of the individual grievance procedure.

#### **ARTICLE 27 – EXTRACONTRACTUAL AGREEMENTS**

The Township shall not enter into any other agreement with its employees, individually or collectively which would conflict with the terms and conditions set forth in this Agreement.

#### **ARTICLE 28 –SEPARABILTY and NO CONFLICT**

In the event that any provision of the Agreement shall be held by operation of Law, or by Court or by 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.

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 the modification or revision of such provision(s).

**ARTICLE 29 – EFFECTIVE DATE AND TERM**


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

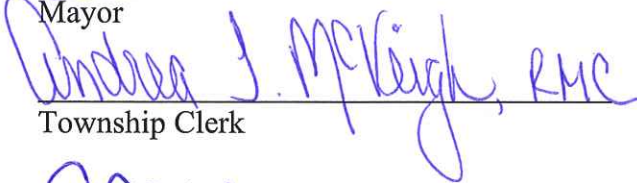
All Terms of this Agreement shall remain in full force and effect until mutual acceptance of a superseding Agreement or until such time as all legal processes have been adjudicated.


**EXECUTION OF AGREEMENT**

In execution of this Agreement, the PBA LOCAL 267 represents that the membership of the Organization has been made aware of its responsibilities, individually and collectively, under the Agreement at a regularly scheduled meeting of the Association and that an affirmative vote of the majority of the membership, the individuals executing this Agreement have been authorized by the membership to take such action.

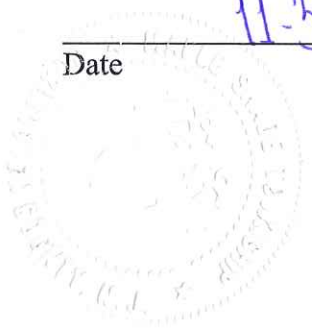
**FOR THE TOWNSHIP OF MAPLE SHADE**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Township Clerk

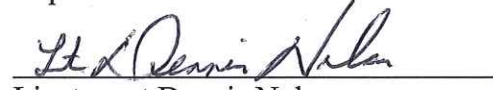
  
\_\_\_\_\_  
Township Manager

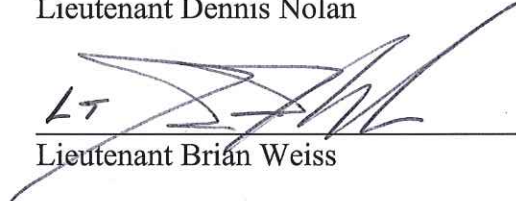
11-30-22  
\_\_\_\_\_  
Date



**FOR PBA LOCAL 267**

  
\_\_\_\_\_  
Captain Sean Hasson

  
\_\_\_\_\_  
Lieutenant Dennis Nolan

  
\_\_\_\_\_  
Lieutenant Brian Weiss

11/15/2022  
\_\_\_\_\_  
Date

# TOWNSHIP OF MAPLE SHADE

## RESOLUTION 2022-R-172

### AUTHORIZE EXECUTION OF COLLECTIVE BARGAINING UNIT CONTRACT FOR POLICE CAPTAIN AND LIEUTENANTS

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

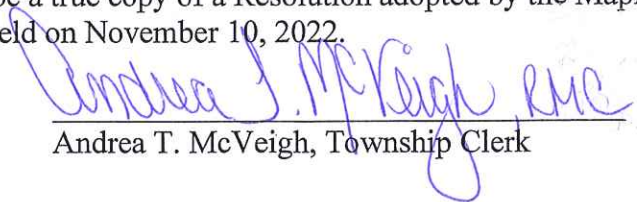
WHEREAS, this contract has been reviewed and approved by the appropriate representatives of the parties; and

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 Captain and Lieutenants.

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			