

Contract

TOWNSHIP OF MAPLE SHADE
POLICE SERGEANTS
OF
POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 267

January 1, 2023 to December 31, 2027

TABLE OF CONTENTS

CHAPTER I

CONTRACT PROVISIONS

ARTICLE		PAGE
1	RECOGNITION.....	5
2	MANAGEMENT RIGHTS.....	6
3	ASSOCIATION RIGHTS.....	7
4	LOCAL ASSOCIATION REPRESENTATIVES.....	8
	AND MEMBERS	
5	DUES CHECK OFF.....	9
6	LEAVE OF ABSENCE.....	10
7	HOURS OF WORK.....	11
8	EXCHANGE OF HOURS OF DUTY/DAYS OF DUTY.....	12
9	BULLETIN BOARD.....	13
10	SERVICE RECORDS.....	14
11	SUSPENSIONS.....	15
12	GRIEVANCE PROCEDURE.....	16
13	DISCRIMINATION.....	19
14	SEVERANCE PAY.....	20
15	GROOMING REGULATIONS.....	21
16	EQUIPMENT, VEHICLES AND SAFETY.....	22
17	ANNIVERSARY DATES.....	23
18	RIGHTS GUARANTEES.....	24
19	CONTINUOUS SERVICE.....	25

ARTICLE		PAGE
1	SALARIES AND WAGES.....	26
2	COURT PAY.....	27
3	HOLIDAYS.....	28
4	VACATION.....	29
5	FUNERAL LEAVE.....	31
6	MILITARY LEAVE.....	32
7	SICK LEAVE	33
8	OVERTIME & COMPENSATORY TIME.....	34
9	FIREARMS TRAINING.....	36
10	UNIFORMS.....	37
11	PAY PERIOD	40
12	TRAVELING EXPENSES.....	41
13	INSURANCE.....	42
14	SHIFT DIFFERENTIAL.....	45
15	RETIREMENT BENEFITS.....	46
16	EDUCATIONAL PROGRAMS.....	48

ARTICLE		PAGE
1	NO 7CONFLICT PROVISIONS.....	
	49	
2	NO VERBAL STATEMENT.....	50
3	SEPARABILITY.....	51
4	AGENCY SHOP.....	52
5	PERIOD OF CONTRACT.....	53
6	EXECUTION OF AGREEMENT.....	54

CHAPTER I

ARTICLE 1: RECOGNITION

- A.** The Township hereby recognizes The Superior Officers Association of 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, Patrolman, 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.

The above rights of management are not all-inclusive, but indicate the type of matter or rights that 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 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 as long as these activities do not, in any way, unreasonably disrupt normal operations of the Police Department.
- 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 as mutually bargained for.
- 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 REPRESENTATIVES 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. No more than three (3) authorized Local Association representatives shall exercise this right 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 representative's 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.

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 it.

- 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 it 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 whenever needed.

ARTICLE 6: LEAVE OF ABSENCE

- A.** All permissive language contained within the Family Medical Leave Act (“FMLA”) or the New Jersey Family 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 and personal time) and seniority while on FMLA and/or NJFLA leave, and (2) employees 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 days in any calendar year may be granted for good cause to any employee who has completed his 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 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 A 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 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.
- B.** Generally, the work week for an employee assigned to the patrol division will consist of: the first work week of the payperiod as four 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 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. The Detective Sergeant work week shall consist of five (5) 8 hour shifts generally Monday through Friday.
- C.** The weekly work schedule shall be posted no later than thirty (30) days prior to the start of any work week. 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

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 charge or for the commission of a disorderly person act without a departmental hearing in accord with the provisions currently in effect with Civil Service procedures.
- B.** In the case of any criminal charge, the Chief of Police or his designee shall have the right to immediately suspend an employee with or without pay only for good cause.
- C.** The Local Association and the affected employee shall be notified in writing of all departmental charges prior to a hearing on the same and the results thereof. Union Representation shall be entitled to attend 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.**
- 1.** 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.
 - 2.** A grievance may also be presented by an employee for purposes of appealing any disciplinary action from which recourse is unavailable through the Civil Service Rules and Regulations, provided that such grievance shall not be carried beyond Step 3 of section D of this Article.
- 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 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 it. 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.

ARTICLE 12: INDIVIDUAL GRIEVANCE PROCEDURE (continued)

- Step 3.** 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 Relations Commission. Either party may request the Public Employment Relations Commission to submit a list of potential arbitrators to hear and decide the dispute. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations 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.

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 Chairman 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 Chairman 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 race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer or union activity among employees covered by this contract except as specifically provided in this contract

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

ARTICLE 14: SEVERANCE PAY

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 Police 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. All equipment must be replaced prior to an expiration of said equipment at the Township's 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

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

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

- B.** The Association shall not, nor shall any member, employee, representative or agent of the union, or any persons acting on its behalf directly or indirectly engage in or encourage other employees to engage in any strike or work stoppage.

CHAPTER II

ARTICLE 1: SALARIES AND WAGES

A. Annual salaries for Sergeants shall be established as follows:

	Years of Srvc.	2023	2024	2025	2026	2027
Level I	0 to 6 years	\$119,876.83	\$124,257.50	\$128,433.67	\$131,002.34	\$133,622.39
Level II	7 to 10 years	\$124,023.98	\$128,508.33	\$132,780.14	\$135,435.74	\$138,144.46
Level III	11 to 14 years	\$125,207.85	\$129,721.80	\$134,020.92	\$136,701.33	\$139,435.36
Level IV	15 to 19 years	\$126,393.78	\$130,937.37	\$135,263.84	\$137,969.11	\$140,728.49
Level V	20 years +	\$127,578.68	\$132,151.89	\$136,505.68	\$139,235.80	\$142,020.51

Annual salaries for Detective Sergeants shall be established as follows:

	Years of Srvc.	2023	2024	2025	2026	2027
Level I	0 to 6 years	\$123,876.83	\$128,257.50	\$132,433.67	\$135,002.34	\$137,622.39
Level II	7 to 10 years	\$128,023.98	\$132,508.33	\$136,780.14	\$139,435.74	\$142,144.46
Level III	11 to 14 years	\$129,207.85	\$133,721.80	\$138,020.92	\$140,701.33	\$143,435.36
Level IV	15 to 19 years	\$130,393.78	\$134,937.37	\$139,263.84	\$141,969.11	\$144,728.49
Level V	20 years +	\$131,578.68	\$136,151.89	\$140,505.68	\$143,235.80	\$146,020.51

- B. In addition to the above, each Detective shall receive eight (8) hours of compensatory time for each on call week, whether called in or not.
- C. 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 may be held over one hour at the end of each shift to complete paperwork and shall be compensated one (1) hour of overtime for said work.
- D. 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 30th will be given credit for the whole calendar year in which he/she was employed.
- E. 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.
- F. Any officer who is required to attend any departmental staff meeting shall be paid for said time at one and one-half times his regular hourly rate of pay for those hours, but in no case less than two (2) hours.

ARTICLE 2: COURT PAY

- A.** Any Sergeant or Detective Sergeant 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.

Any Sergeant or Detective Sergeant who is required to appear in Municipal Court, 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 consistent with Chapter 2 Article 8 of this Collective Bargaining Agreement.

ARTICLE 3: HOLIDAYS

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

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

- B. Recognizing that the employees of the Police Department are engaged in continuous operation, which does not permit the celebration of holidays, each and every employee shall be paid at his/her current rate of pay for each of the above holidays or part of base pay to be included in the normal payroll distribution to each member.
- 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. 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. Personal Days will not be allowed to be carried over from year to year
- E. 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 on a first call basis.
- F. Any employee who is assigned by the chief of police to work a Monday – Friday 40 hour work schedule will follow the townships holiday observance schedule. The Detective Sergeant shall be given the option to work any holiday that falls within his normal Monday-Friday work schedule.

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 after 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 or 2 of Section A., shall be determined by the Chief of Police. However, such requests shall not be unreasonably denied. Once approved, compensatory time taken by another employee and already approved by the Chief or his designee shall not be rescinded.
- 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 30th will be given credit for the whole calendar year in which he was employed. Any employee hired after June 30th will receive a prorated credit of the calendar year based on their date of hire. Any Sergeant or Detective Sergeant who terminates their employment with the Township for any reason, shall have vacation days pro-rated based upon the number of days they were employed. Upon retirement, should a Sergeant or Detective Sergeant 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.
- E.** The provisions of Article 4 as regarding the scheduling of vacations shall be subject specifically to Chapter I, Article 7C of this Contract.
- F.** Rules Governing Time Off shall be covered under policy which will be negotiated between the Twp of Maple Shade and PBA Local 267. The policy shall not be changed without mutual negotiations between both parties.

ARTICLE 4: VACATION (CONTINUED)

G. Vacation shall be granted for continuous uninterrupted service computed from the first date of hire and according to the following:

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

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

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

1. An employee of the Maple Shade Police Department who is a member of an 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.
2. All Military leave shall leave shall be administered in accordance will applicable law. In no event shall the Township provide military leave benefits greater than required under such applicable law. Specifically in accordance with N.J.S.A. 38A:4-4, in which 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 in excess of 90-work days shall be without pay, but without loss of time. Therefore, the Township of Maple Shade 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.

Additionally, full pay and benefits will be paid by the Township when deployed on orders outside of the 50 United States and Guam for up to one (1) year per deployment. Should the deployment last longer than one continuous year, the Township Manager shall have the option to continue full payment for said deployment.

3. The Township of Maple Shade agrees to adhere to all Uniform Services Employment and Reemployment Rights Act of 1994

ARTICLE 7: SICK LEAVE

- A.** Each employee shall earn sick leave credit at the rate of fifteen (15) calendar days per year, which shall be cumulative. Sick leave for each year shall be credited to the employee's account on January 1st of each year. In the event an employee is terminated, resigns or retires during the year, sick leave credit for that year shall be recomputed at the rate of 1 1/4 days credit for each full month worked in the year and the employee's final check will be adjusted accordingly, if necessary.
- B.** Employees may use sick leave, with the approval of the Chief of Police, for absence due to personal illness or injury, or illness or injury to a member of the immediate family, which requires his attendance upon that person. For purposes of this section, the terms "immediate family" 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.** 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.
- E.** 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 1/2 times the regular rate. The pay week shall be those shifts ending between 12:01 A.M. on Monday to 12:00 Midnight on Sunday. In the event an employee is called in prior to the commencement of his regularly scheduled shift, he shall be paid at an overtime rate for those hours worked.
- B.** Only straight time hours actually worked, vacation, sick leave (only when the employee is ordered to work overtime), and compensatory time, approved by the Chief of Police, go towards the forty-hour break-over point for overtime.
- C.** The working of overtime is not voluntary on the part of the employee. However, management has the obligation to be reasonable in the assignment of overtime. It is understood that unexcused failure of an employee to report for assigned overtime shall be deemed a refusal to work and shall constitute insubordination and neglect of duty if such failure is unexcused and adjudicated at hearing.
- D.** An employee will not be required to work in excess of sixteen (16) hours in any 24 hour period unless as a result of a declared emergency or until the completion of any duty assignment which cannot be turned over to another employee or that cannot be restarted on the next shift the employee returns. If an employee has worked sixteen (16) or more consecutive hours and said employee is recalled before he 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 towards 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 on an hour for hour basis. However, no employee shall be permitted to accumulate more than two hundred and forty (240) hours. All hours over this number shall be paid as overtime. The employee must make the election to receive compensatory time in lieu of overtime at the end of the shift in which the time is worked.

ARTICLE 8: OVERTIME & COMPENSATORY TIME (CONTINUED)

- 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. In the case where the Sergeant is the officer in charge the approval will be in accordance with the negotiated rules governing time off.
- J. Requests for compensatory time off taken in daily increments made in advance shall be approved or disapproved by the Chief or his designee sufficiently in advance of the day requested.
- K. Once approved, Compensatory Time off shall not be rescinded except in the case of a declared emergency.
- L. The issue of Overtime distribution will be handled as outlined in the policy dictated and in effect as of July 1, 2010, and will not be changed without negotiations with PBA Local 267. (Attached hereto)
- M. Sergeants working a 12-hour shift rotation shall receive 104 hours of “Kelly Time” annually. The 104 hours covers the additional 4 hours per pay period the Officers are scheduled to work in lieu of overtime. Sergeants will receive their 104 hours of “Kelly Time” on January 1st of each year. 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.

“Kelly Time” will not be earned for Police Officers on Family Leave, Military Leave or Disability (including injury off duty or injury on duty) while they are not physically working.

“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.

“Kelly Time” may not be carried over annually. However, a Sergeant may elect to receive a separate payroll check for up to forty (40) hours of “Kelly Time”, payable in the first full pay of February, at the Sergeant/Detective Sergeants 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 10th of each year.

“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.
- N. Sergeants shall be eligible to earn four (4) hours of compensatory time for the purpose of completing performance reviews for employees assigned to their shift. Reviews shall be completed during off shift hours. A maximum of eight (8) hours annually shall be earned for the annual reviews.

ARTICLE 9: FIREARMS TRAINING

- A.** Each member of the Police Department will be required to qualify with his service weapon in accordance with the requirements of the State of New Jersey.
- B.** Each member of the police Department will be required to complete a familiarization course with a 12-gauge shotgun, in accordance with the requirements of the State of New Jersey.
- C.** A total of four (4) practice sessions on at least two (2) separate dates will be listed on a posted schedule prior to June 30th, said sessions to be held on an employee's off hours, if he desires to attend.
- D.** If an employee uses all available practice sessions and does not qualify with his 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 qualifications 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 period involved and a copy of such letter shall be placed in the employee's service jacket and filed with the Firearms Training Officer.
- H.** Any employee required to attend his firearms qualification while off duty shall be credited with compensatory time on time and a half basis for those hours, 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) time in a year (2 qualifications & 2 familiarizations). The payment of overtime shall be granted to the rifleman and Firearm Training Officers at the rifle qualification, 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 15th 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 15th of each contract year, the consolidated list with suggested specifications shall be submitted to the Township Manager.

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.

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 Sergeants/Detective Sergeants 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. Detectives: Shoulder Holster or Hip Holster

F. 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.

G. Payment procedures will be as follows:

1. **Uniform Officers:** All uniformed Sergeants & Detective Sergeants 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. **Detectives:** Detectives shall receive a cash clothing allowance of \$1,475.00 in 2023, \$1,500.00 in 2024 and \$1,525.00 in 2025, \$1,550.00 in 2026 and \$1,550.00 in 2027 payable semi-annually in the months of April and August.
3. 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 \$700.00 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.

4. If an employee chooses to exercise the \$700.00 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.
 5. Effective January 2023, Sergeants and Detective Sergeants will no longer receive a cash clothing maintenance allowance.
- H.** Upon termination, Sergeants and Detective Sergeants shall return to the Township all uniforms in their possession. With respect to the cash uniform allowance paid semi-annually to Detectives, such allowance will be pro-rated at the time of payment for newly designated Detectives based on the nearest whole months of service before payment from January 1st or July 1st. Upon termination of employment, a designated Detective's final check shall be adjusted to pro-rate the semi-annual payment based on the nearest whole month of service.
- I.** 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.

ARTICLE 12: TRAVELING EXPENSES

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

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 economical reasons so long as the benefit level provided to the Sergeant and Detective Sergeants 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 Sergeants and Detective Sergeants 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 Sergeant or Detective Sergeant follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs due to the disregard or variations by the Sergeant or Detective Sergeant 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 Sergeant or Detective Sergeant 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% 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 Sergeant or Detective Sergeant 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 **\$1.75** 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 **\$2.00** 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.** Sergeants and Detective Sergeants retiring from the PFRS in good standing from the Township of Maple Shade with at least 20 years of service to the Township of Maple Shade shall be eligible to receive up to two (2) full years of vacation pay at retirement. In the year the Sergeant or Detective Sergeant retires (January to December), regardless of what month he/she should retire in that year, he/she shall be credited a full year of vacation time less time taken in that same year.
- D.** 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 a Sergeant or Detective Sergeant 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

ARTICLE 16: EDUCATIONAL PROGRAMS

- A.** Any Officer seeking to further his/her education in Police Science and/or Criminal Justice programs, or courses and/or seminars related to the improvement of his/her job skills and said enrollment is approved by the Township Manager as being related to the improvement of his/her job skills will be reimbursed in accordance with the following conditions.
 - 1.** 100% reimbursement for all tuition and college assessed fees including 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.** Reimbursement will only be paid to any Officer who maintains a “B” 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 separate check.

- B.** For officers attaining degrees of higher education, the Township shall make a payment, over the base salary, in the form of a separate check, during the first pay period of December, based on the following:

Years	Associates	Bachelors	Masters
2023 - 2027	\$900.00	\$1000.00	\$1,100.00

CHAPTER III

ARTICLE 1: NO CONFLICT PROVISIONS

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

ARTICLE 2: NO VERBAL STATEMENT

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

ARTICLE 3: SEPARABILITY

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

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

ARTICLE 4: AGENCY SHOP

- A.** The Policemen's Benevolent Association Local 267 has the right to a representative fee of 85 percent of the amount specified by law to be assessed against non-members of said organization.
- B.** The Township shall be responsible for deducting said fee from the paycheck of any employee who falls within the bargaining unit and is not a member of the Policemen's Benevolent Association Local 267, and for whom the Local ask that such a deduction be made.
 - 1.** The Township would be saved harmless from action arising out of the collection or use of said fee.

ARTICLE 5: PERIOD OF CONTRACT

- A.** This contract shall cover the period from January 1, 2023 to midnight December 31, 2027.
- B.** All the provisions of this agreement shall be effective January 1, 2023 except those provisions where another date is provided.
- C.** Negotiations for renewal of this contract or to the execution of a new contract shall begin on or before August 1, 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 aware of it's responsibilities, individually and collectively, under the agreement at a regularly scheduled meeting of the Organization and that an affirmative vote of a majority of the membership, the individuals executing this agreement have been authorized by the membership to take such action.

FOR THE TOWNSHIP OF MAPLE SHADE

Mayor

Township Clerk

Township Manager

Dated

FOR SUPERIOR OFFICERS

Sgt. Brian Davis

Sgt. Daniel O' Brien

Sgt. Francis S. Supernowicz

Sgt. William Turner

Det. Sgt. A. Scot Wallace