

**RESOLUTION OF THE TOWNSHIP OF DEPTFORD APPROVING THE
MEMORANDUM OF AGREEMENT BETWEEN DEPTFORD TOWNSHIP AND
SUPERIOR OFFICERS ASSOCIATION PBA LOCAL 122 DEPTFORD UNIT**

WHEREAS, the Township of Deptford (“TOWNSHIP”) wishes to enter into a Memorandum of Agreement with Superior Officers Association Local 122 (“PBA”) establishing certain terms and conditions of employment of Captains, Lieutenants and Sergeants of the Deptford Township Police Department to be effective January 1, 2011 through December 31, 2013; and

WHEREAS, TOWNSHIP and PBA have executed a Memorandum of Agreement which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, TOWNSHIP possesses the authority to enter into a Memorandum of Agreement with PBA; and

WHEREAS, the TOWNSHIP finds that it is in its best interest to enter into the Memorandum of Agreement with PBA.

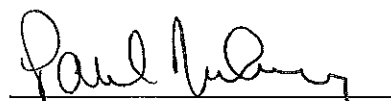
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Deptford as follows:

1. The TOWNSHIP has approved the terms and language of the Memorandum of Agreement with PBA.
2. The TOWNSHIP Mayor, Paul Medany, is now authorized to execute the Memorandum of Agreement on behalf of Deptford Township.
3. Accordingly, the TOWNSHIP shall execute same.

[SEAL]

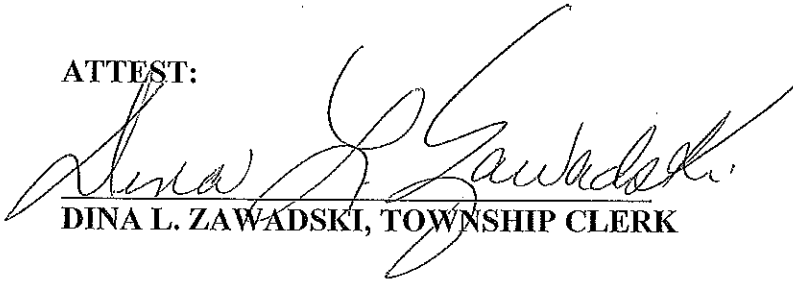


TOWNSHIP OF DEPTFORD



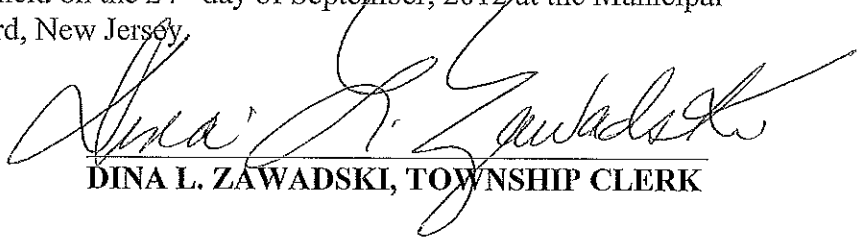
PAUL MEDANY, MAYOR

ATTEST:


DINA L. ZAWADSKI, TOWNSHIP CLERK

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 24th day of September, 2012 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.


DINA L. ZAWADSKI, TOWNSHIP CLERK

RECORD OF VOTE						
Council Member	Resolution No.	Ordinance No.	Yes	No	Abstain	Absent
	R.211.12					
Medany			✓			
Love			✓			
DiMarco			✓			
Hufnell			✓			
Schocklin			✓			
Scott			✓			
Lamb			✓			

RESOLUTION OF THE TOWNSHIP OF DEPTFORD APPROVING THE COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN DEPTFORD TOWNSHIP AND SUPERIOR OFFICERS ASSOCIATION PBA LOCAL 122 DEPTFORD UNIT

WHEREAS, the Township of Deptford (“TOWNSHIP”) wishes to enter into an Agreement with Superior Officers Association of PBA Local 122 (“SOA”), establishing certain terms and conditions of employment of Captains, Lieutenants and Sergeants of the Deptford Township Police Department to be effective January 1, 2011 through December 31, 2013; and

WHEREAS, TOWNSHIP and SOA have executed a Collective Negotiations Agreement which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, TOWNSHIP possesses the authority to enter into a Collective Negotiating Agreement with SOA; and

WHEREAS, the TOWNSHIP finds that it is in its best interest to enter into the Collective Negotiating Agreement with SOA.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Deptford as follows:

1. The TOWNSHIP has approved the terms and language of the Collective Negotiating Agreement with SOA.
2. The TOWNSHIP Mayor, Paul Medany, is now authorized to execute the Collective Negotiating Agreement on behalf of Deptford Township.
3. Accordingly, the TOWNSHIP shall execute same.

[SEAL]

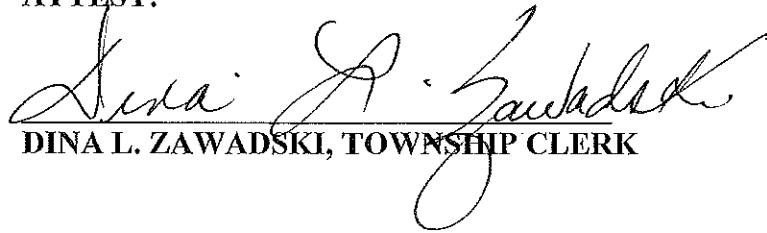


TOWNSHIP OF DEPTFORD

Paul Medany

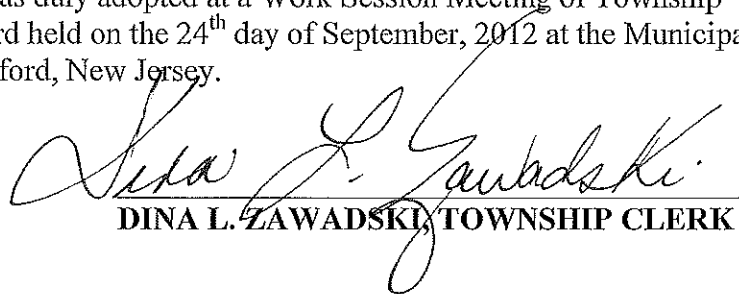
PAUL MEDANY, MAYOR

ATTEST:


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Medany			✓			
Love			✓			
DiMarco			✓			
Hufnell			✓			
Schocklin			✓			
Scott			✓			
Lamb			✓			

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DEPTFORD TOWNSHIP

AND

**SUPERIOR OFFICERS ASSOCIATION
OF PBA LOCAL NO. 122**

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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WHEREAS, the Township of Deptford, a Municipal Corporation with offices at 1011 Cooper Street, Deptford Township, Gloucester County, New Jersey, (hereinafter referred to as the "Township"), and the employees of the Deptford Township Police Department, Superior Officers Association, PBA Local 122 (hereinafter referred to as the "SOA") comprising the positions of Superior Officers hereinafter referred to as "Department," are desirous of entering into an Agreement establishing salaries, benefits and enumeration of other terms and conditions of employment to be effective January 1, 2011 through December 31, 2013.

ARTICLE I
RECOGNITION

The Township agrees to recognize the SOA as the sole and exclusive collective bargaining representative of the employees in the following job classification:

- (A) Captains
- (B) Lieutenants
- (C) Sergeants

ARTICLE II
CONTRACT PERIOD

This Agreement shall be effective as of January 1, 2011 for a period of three years expiring December 31, 2013. It is further understood by and between the parties that negotiations as to the rate of compensation and all other terms and conditions herein for the next issuing contract shall be commenced no sooner than July 1st but no later than November 1st 2013.

ARTICLE III
GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is defined as a dispute between the employer (Township) and the SOA or any employee covered herein with respect to a specific provision of this

Agreement. The term grievance shall not apply to any matter for which another method of review or procedure is prescribed by law.

(A) **PROCEDURE** the SOA shall designate a member or members of their Local to present a grievance as specified herein. Nothing herein shall prohibit any employee from presenting a grievance on his/her own behalf. However, a member may request that a member of the SOA appear with him/her to present such grievance, or such employee may be represented by an attorney of his/her own choosing.

STEP 1:

Any employee who believes he/she has a grievance shall discuss it first with the next ranking superior of his/her particular shift in an attempt to resolve the matter informally at that level, except that any grievance concerning salary or overtime shall be submitted in writing directly to the Chief of Police, a copy of the grievance to be filed with the Township Manager, at which time, Step 2 of this grievance procedure shall immediately apply.

STEP 2:

If this matter is not resolved to the satisfaction of the employee, or if there is not a higher ranking superior on the employee's shift, the Police Officer or the PBA shall present the grievance in writing to the Chief of Police, no later than seven (7) business days from the date of the occurrence of the events giving rise to the grievance, or from the time when the officer knew or should have known about the grievance. The written grievance shall contain the relevant facts, violations committed, and the requested remedy. The Chief of Police shall communicate his decision in writing to the employee and the PBA not later than ten (10) business days after receipt of the written grievance, a copy of same to be delivered to the immediate supervisor if applicable.

In the event that the grievance involves a decision of the Chief of Police, the employee and/or the PBA shall file the grievance directly with the Township Manager in the manner specified in Step 3.

TOWNSHIP MANAGER

STEP 3:

If the grievance remains unresolved to the employee's satisfaction at Step 2, no later than seven (7) business days after receipt of the decision of the Chief of Police the employee may request in writing a review by the Township Manager or the Township Manager's designee. All previous documents shall be submitted to the Manager with such request for review and he shall render a decision in writing, no later than ten (10) business days after receipt of the grievance. The Manager may, if he so desires, indicate a designee to hear and resolve such grievance within the ten (10) business day period outlined above.

STEP 4:

(A) In the event that the aggrieved employee is dissatisfied with the determination of the Township Manager and/or his/her designee, he/she shall have the right to have the dispute arbitrated in accordance with the Rules of the New Jersey Public Employee Relation Commission. The aggrieved employee shall request such arbitration no later than fifteen (15) business days after the decision of the Township Manager or his/her designee is received by him. A copy of the request for arbitration shall be served on the Township Manager at the time of filing by the employee of his/her request for arbitration. All costs of arbitration shall be equally borne by the majority representative and the Township. In the event that the SOA decides not to request such arbitration on behalf of the

aggrieved employee, the SOA will thereafter have no responsibility for such arbitration, and the employee shall be responsible for his/her portion of the arbitration costs.

(B) Nothing contained herein shall prohibit the Township Manager and the Employee or SOA in matters hereinafter specified from agreeing to utilize advisory arbitration pursuant to the Rules and Regulations established by the Public Employee Relation Commission, pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended, or any other form of mediation or arbitration, binding or otherwise.

(C) Matters where a method of review is prescribed by law, or by any Rule or Regulation of the Civil Service Commission, pursuant to Title 4 of N.J.A.C. shall not be arbitrable.

(D) The Arbitrator shall set forth his finding of act and reasons for making the award or decision, in writing, with the time prescribed by law after the conclusion of the arbitration hearing or the close of the record, whichever is later, unless agreed to otherwise by the parties involved, or the Rules of PERC provide to the contrary. The Arbitrator's Award or decision shall be binding upon the parties subject to the request of review as provided by the law of the State of New Jersey.

(E) The Arbitrator's decision shall be bound by the provisions set forth in this Agreement and the laws of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall have the authority to recommend a remedy for the grievance. The Arbitrator(s) shall be without power of authority to make any decision which required commission of an act prohibited by law or which is violative of the terms of this Agreement.

B. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE

1. No response at any step in this procedure by the Township or its agents shall be deemed to be a negative response upon the expiration of the applicable time limits and the grievance may proceed to the next step in the procedures.

2. "Group Grievances" shall be defined as those affecting substantially all the members of the SOA which shall be filed by the SOA and the SOA only at Step 3, except those matters relating to salary and overtime which shall be filed directly with the Chief of Police. The SOA through its designated representative(s), shall be entitled to pursue the grievance in the same manner and subject to the same limitations provided and applicable to any employee through the grievance procedure established herein.

3. The Township reserves the right to file a written grievance on its behalf with the Executive Board of the SOA which shall conduct a conference with the representative(s) of the Township within ten (10) business days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference.

4. All officers are entitled to be represented at disciplinary hearings by an SOA representative and SOA attorney from the legal defense plan.

5. Time frames listed above can be waived by mutual agreement and consent of both parties.

ARTICLE IV **HOURS OF WORK**

1. The standard hours of employment for all employees covered by this Agreement shall not exceed two thousand eighty (2,080) hours per year, calculated on a per annum basis, forty (40) hours per week, pursuant to the Fair Labor Standards Act (FLSA). All employees covered under

this Agreement will be scheduled for work in accordance with and at the direction of the Chief of Police. At the conclusion of a shift, in the event that overtime is applicable, the employee shall submit an overtime slip for the Chief's approval.

2. The Chief of Police may not modify the existing work schedule, except as listed in paragraph 3 below, but in no event shall any employee be required to change their work schedule to work a steady shift, other than day work.

3. Employees covered under this Agreement will not have their shift altered in accordance with paragraph two (2) above, unless the Chief of Police designates an emergency in accordance with the provisions of Township of Deptford Code §2-20.6, in effect at the signing of this Agreement, regarding temporary change.

ARTICLE IVA **12-HOUR SHIFTS**

1. **Pitman Schedule:** Effective March 7, 2012, employees in the SOA assigned to the Patrol Division shall begin to work a new 12-hour work schedule known as the Pitman schedule. Under this schedule, employees shall work seven 12-hour days in a 14-day cycle, totaling 84 hours of work. The schedule shall consist of two work days, followed by two regular days off, followed by three work days, followed by two regular days off, followed by two work days, followed by three regular days off. The work week shall begin on Sunday and end Saturday, 14 days later, at which time the cycle will be repeated. The shifts shall rotate from day to night watch every 14 days. The day shift shall begin at 0630 hours and the night shift will start at 1830 hours. Shift start times to be set at the discretion of the Chief of Police, subject to the provisions of Section 9 herein.

2. **Kelly Time:** The work year for all bargaining unit members shall remain 2080 hours per year. Kelly time refers to the excess amount of hours that an officer working the Pitman schedule will be assigned to work over the 2080 hour schedule. In consideration of being scheduled to work additional hours, each employee whose regular schedule results in him/her being scheduled to work in excess of the 2080 hours shall receive Kelly time annually, in the amount of 104 hours, for all such excess hours at the straight time rate for regularly scheduled excess hours worked.

An employee's annual allotment of 104 Kelly hours shall be credited to his/her account and available for immediate use at the beginning of each calendar year as paid compensatory time off. For 2012 only, each officer shall be credited with the prorated amount of 86 hours of Kelly time, effective as of March 7 at 06:30 a.m. Officers must use 26 hours of Kelly time per quarter (January through March; April through June; July through September; and October through December). Initially, officers will be required to use eight hours of Kelly time before March 31, 2012. Kelly time that is not utilized will be scheduled by the platoon commander, except that any time not used during the last quarter of the calendar year due to the press of police business, may be carried over for use in the following calendar year. The platoon commanders, or the Chief's Designee will approve all Kelly time and this time may be taken in hourly increments.

3. **Hours of Work:** For those working the Pitman schedule, the regularly work day shall consist of not more than 12 consecutive hours in a 24-hour period. Roll call briefing will begin at 0620 or 1820. Roll call start times shall be set at the discretion of the Chief of Police and will not exceed 15 minutes prior to the start of each shift, subject to the provisions of Section 9

herein. Overtime shall not be included for the period of time required by each employee to report to roll call prior to his or her shift.

4. **Overtime:** For those working 12-hour shifts, overtime shall be paid at time and half the employee's regular rate for all hours worked in excess of 12 hours in any given period of 24 consecutive hours; in excess of 84 hours in any given 14-day Pitman cycle, and/or when an employee is required to work at any time other than his or her regularly scheduled shift. The remaining overtime provisions in the parties' contract shall apply to employees working 12-hour shifts. Nothing herein was meant to alter the Police Department's existing practice regarding the treatment of paid leave as hours worked for purposes of overtime.

5. For pay purpose, the work week will remain a calendar week of 40 hours.

6. Officers shall be entitled to 60 minutes of meal time per regular 12-hour shift to be scheduled at the discretion of the watch commander. Two personal breaks will also be permitted for 15 minutes during each shift.

7. Any officer wishing to take 84 consecutive work hours (7 12-hour shifts) of vacation leave, shall submit that request by April 15 of the calendar year.

8. **Conversation of Days to Hours:** The following conversions will be applicable only to members of the Patrol Division who are working the Pitman 12-hour schedule.

- A. Vacation and sick leave for those working 12-hour shifts shall be converted from days to hours at the rate one day equivalent to eight hours.
- B. Personal days for those working 12-hour shifts shall be treated as three 12-hour days, or 36 hours.

C. Bereavement time shall remain as days in accordance with the provisions of the parties' contract regardless of the number of hours scheduled to work.

D. Discipline shall be pursuant to an eight-hour day.

9. Schedule Changes: Employees covered under this Article are to be given at least 60 calendar days prior notice to a shift or duty status change.

10. Review: Representatives of the PBA shall meet with the Chief of Police and/or his designee at least after six months from the date of implementation of this schedule for the purpose of identifying and addressing any concerns and evaluating the Pitman schedule's effectiveness.

11. Existing Contract: Unless otherwise set forth herein, all other terms and conditions of the existing collective negotiated agreement shall remain in full force and effect. The provisions of this Article shall apply only to members of the SOA assigned to the Patrol Division and working the Pitman 12-hour schedule.

ARTICLE V PAY FOR TIME IN COURT

Court Time Payment

(A) Each employee required to testify or appear in any court not during his/her regular working shift, relating to matters resulting out of the performance of his/her duties, shall be compensated for each court appearance at a minimum of two (2) hours of time calculated at time and a half. In the event that an employee is required to testify or appear for a time exceeding the initial two (2) hour period, he/she will be compensated at overtime rates, subject to procedures put

in place by management to monitor the use of court time by the unit. Except as specified above, this provision shall have no effect on Article XXI, entitled Overtime.

(B) For the purpose of the application of the term "Court Appearance" as it is used in Paragraph "A", "Court Appearance" shall be interpreted to mean one appearance in one or more courts.

(C) All payments for court appearances shall be included in the paycheck covering that pay period or following pay period. However, no payment shall be made to any employee required to appear in any court involving civil litigation unless it is job related.

ARTICLE VI **CLEANING AND MAINTENANCE**

1. The Township shall pay each member of the bargaining unit member covered by this Agreement \$1,400 annually, reduced to \$1,000 annually effective January 1, 2013, for the purposes of cleaning and maintenance of uniforms. The payment shall be in two equal installments, with the first payment of \$700 on January 5, reduced to \$500 effective January 5, 2013, and the second payment of \$700 on July 1, reduced to \$500 on July 1, 2013, of each calendar year during the term of this Agreement.

2. An employee covered under this agreement leaving employment from the Township for any reason, including retirement for non-work connected disability and terminal leave shall be entitled to receive cleaning and maintenance reimbursement prorated to the last day the employee is on duty or in service. An employee on a work connected disability will be reviewed on a monthly basis for his/her ability to return to work.

3. The total cleaning and maintenance allowances, in this Article shall be paid to the employee without the necessity of presentation of any bills or receipts for cleaning, tailoring or alteration.

4. The Detective's Superior cleaning and maintenance allowance shall be one thousand five hundred (\$1,500) dollars annually, reduced to one thousand one hundred (\$1,100) dollars annually, effective January 1, 2013 and thereafter, paid in accordance with paragraph #1 above.

ARTICLE VII
CLOTHING ALLOTMENT

1. The Township agrees that it shall budget a maximum of one thousand (\$1,000) dollars per contract year, for the purpose of obtaining or replacing those articles of clothing or equipment that comprise the employee's uniform including footwear as hereinafter defined excluding the employee's service weapon. Detectives may use up to five hundred (\$500) dollars of this allotment for purposes of work related clothes with a receipt.

2. The Township agrees that it shall advertise for bid those articles of clothing or equipment required no later than May 1st of each contract year. The Township agrees that in its soliciting for bid that it shall include a provision requiring the successful bidder to permit any eligible employee to secure or replace any "summer" clothing item on or before May 1st and any "winter" item on or before November 1st of any contract year.

3. All employee requests for uniform parts thereof or any other item required shall be submitted to the Chief of Police on a "clothing request form," the form to be prepared by the Township. At the time the clothing or item request is submitted, the employee shall turn in the item sought to be replaced, unless that item is required to be utilized pending replacement. In that event, the item shall be turned in or exchanged at the time the replacement is received. No replacement

item shall be ordered unless the request form is duly signed by the employee and approved by the Chief of Police. The Chief of Police shall not unreasonably withhold any such approval.

4. The cost of the basic issue or uniforms and equipment for any new employee hired after the signing of this Agreement shall be borne by the Township. Basic issue shall be deemed to include such articles as set forth in Exhibit A entitled and made part of this agreement.

5. Requirements for Replacement of Equipment and Uniforms:

Before any employee shall be entitled to the replacement of any equipment or items of uniform, that piece of equipment or item shall be presented to a division commander for inspection and replacement approval. Employees shall not seek any replacement of equipment or uniform until such time as the old item or equipment is turned in to the administrative division.

6. Any bullet proof vests purchased by the Township with Township funds shall be a mandatory part of the uniform. Bulletproof vests will be replaced as needed for all officers at Township expense.

ARTICLE VIII
VACATIONS

1. Each employee covered by this agreement shall be entitled to an annual leave with pay in accordance with the following schedule:

- (a) Employees having over six (6) months of service but less than one (1) year will receive five (5) days.
- (b) Employees with over one (1) year but less than four (4) years will receive twelve (12) days.
- (c) Employees having over four (4) years but less than six (6) years will receive fifteen (15) days.

- (d) Employees at the start of their seventh (7th) year of service and thereafter shall receive twenty (20) days.
- (e) Employees at the start of their thirteenth (13) year of service and thereafter shall receive twenty-five (25) days.
- (f) Employees at the start of their twentieth (20th) year and thereafter shall receive thirty (30) days vacation.

2. A "year of service" shall be defined as commencing on the employee's date of hire to the date preceding the following year, i.e., an employee hired on July 1, 2005 shall complete his/her first year of service as of June 30, 2006, etc. Vacation time shall be pro-rated for the employee's last year of employment.

3. No more than two (2) employees covered under this Agreement per shift shall be granted a vacation leave at any one time. However, the Chief of Police, in his discretion may structure vacation.

4. A "vacation day" shall be construed to mean one (1) working day and shall not include those which he/she otherwise would normally have off during the course of any given work week.

5. Carry-Over Payment for Vacation: During any service year an employee may request that vacation accrued during the service year is carried over to the following service year only, or that he/she be paid in whole or in part for the accrued vacation. This request shall be made to the Chief of Police in writing by the employee on or before the thirteenth day prior to the employee's anniversary date.

The Chief of Police shall have the option to make payment in whole or in part for the accrued vacation time or direct that the employee's accrued vacation time be carried over, in whole or part, to the following service year. It is the express intention of this agreement that there shall not be accumulated in any given service year more than two (2) years of annual entitlement by an employee, not to exceed sixty (60) days.

ARTICLE IX
PENSION/ACCUMULATED SICK DAYS AND VACATION

1. Employees covered under this Agreement shall retain all pension rights now or hereafter accrued under New Jersey State Laws, Rules & Regulations including the New Jersey Administrative Code and PFRS.

2. Employees covered under this Agreement upon leaving their employment with the Township for any reason, including retirement for a non work related disability or for any reason, shall be paid 100% for all accumulated vacation and other compensation and shall be paid sixty-five percent (65%) of sick days accrued as of time of separation.

3. Accumulated sick leave shall be paid out over three equal annual installments such compensation shall be based on 75% of accumulated sick leave and shall be paid on or about July 1 of each year.

4. If an employee elects to take his/her accumulated sick days as terminal leave he/she shall be compensated for 70% of their sick days not to exceed 261 days. The remainder shall be paid at 65% lump sum.

During terminal leave the employee shall not accrue nor be entitled to any other benefits except medical and salary increases. Terminal leave shall be paid bi-weekly at the rate of 40 hours per week.

5. Sick leave pay shall not accrue to any employee dismissed by the Township for cause. Said payments shall be computed at the rate of pay at the time of the employee's retirement or separation based on his/her base annual compensation.

6. To be eligible to receive the percentage of accumulated sick leave, as hereinafter defined, any employee intending to retire or separate for reasons other than disability shall notify the Chief of Police, in writing, at least ninety (90) days prior to the date of retirement or separation. Such notice provision shall not apply to any employee who, because of emergency or other circumstances not reasonable foreseeable, cannot tender the required notice, so long as that employee shall, upon determination that separation or retirement is required, give immediate notice to the Chief of Police, together with reasons why the thirty (30) days notice has not been given.

7. In the event of any employee's death, his/her estate or legal representative shall be paid for all accumulated vacation leave, compensatory time and that percentage of sick leave pay accrued pursuant to the terms of this Agreement at the employee's rate of pay at the time of his/her death.

8. Commencing in 2013, upon notice to the Chief of Police prior to November 15th, each officer shall be entitled to sell-back and receive payment annually, for up to a maximum of seven (7) days or fifty-six (56) hours of sick leave for that year. Reimbursement shall be at 75% of the value of the sick time and shall be at the officer's current hourly rate as of the time of the reimbursement. Payment shall be made during the last pay period of the year. No officer shall be eligible for this annual sell back reimbursement unless the officer has accumulated up to 50 days or 400 hours of sick time at the time of the request.

ARTICLE X
ADDITIONAL EMPLOYEE BENEFITS

Any employee completing six (6) months of service uninterrupted by sick leave, shall be compensated at one days regular time pay to be included in the second payroll check in November. The six month period as defined herein shall commence January 1st and end on June 30th of the given contract year. The second six month period, for the purposes of this provision, shall run July 1st through December 31st of the contract year.

Effective January 1, 2013, no further payments shall be made under this Article.

ARTICLE XI
PAYMENT FOR STAND-BY SUBPOENAS

Each employee noticed to stand-by (pursuant to stand-by subpoena) for the purpose of testifying or appearing in any court, not during his/her regular working shift relating to matters resulting out of the performance of his/her duties, and thereafter not called to testify or appear during that day, shall be compensated for this stand-by subpoena at the rate of twenty five dollars (\$25.00) per stand-by subpoena. Number of stand-by subpoenas are unlimited. Said payment for the stand-by subpoena will be included in the paycheck covering that period. However, no payment shall be made to any employee required to "stand-by" in any court involving civil litigation unless it is job related.

ARTICLE XII
BEREAVEMENT LEAVE

1. If leave is requested because of a death of any employee's spouse, domestic partner, children or step-children, mother, or father or current step-parents, the first five (5) days of that leave shall not be deducted from any employee's accumulated sick leave; and likewise, if leave is required because of any death of any employee's brother, sister, or grandparents, the first three (3) days of

that leave shall not be deducted from an employee's accumulated sick leave. For all other relatives, two (2) days from accumulated sick leave.

2. Commencement of First Day of Leave: The first day of bereavement leave as set forth in Paragraph 1 of this Article, shall commence on the day following the date of death and terminate on the third (3rd) or fifth (5th) day thereafter (whichever is applicable) whether or not the time period of leave granted occurred during that period of time in which the employee is off from work.

ARTICLE XIII **TRAVEL EXPENSES**

No travel or meal expenses shall be reimbursed by the Township for any course of study which has not been approved by the Chief of Police or designated representative and required by the Township.

ARTICLE XIV **SERVICE RECORDS**

Employees covered by this agreement shall be entitled to inspect their service records upon request. Employees shall be notified in writing by the Chief of Police or his/her designee, whenever additions, either positive or negative in nature, related to the performance of his/her duty are made to his/her personal file.

ARTICLE XV **TRAINING TIME**

Employees will participate in training at a place designated by the Chief of Police. To the extent that training time is scheduled on an employee's day off, he or she shall be compensated to the same extent that the employees was called in to work that day. Any hours worked in excess of

2080 annual hours or 40 hours per week will be paid at time and a half. Training time will not accumulate year to year.

Training time is not to be interpreted as included that time spent by the superior officers with an employee reviewing reports, evaluating an employee's performance, or other matters relating to an individual employee, but is intended to encompass instruction and training required by the Police Department as a whole or sections thereof.

Effective upon the signing of this Agreement, any employee who is sent for police training which lasts 5 days or longer, at the expense of the Township, who voluntarily leaves the Township (other than for reasons of retirement due to years of service or disability) within one year of the date of receipt of this training, shall be required to reimburse the Township for the cost of such training, including meals and lodging, according to the following schedule: an officer who leaves the Police Department within six months, shall pay 100% of the cost of the training, 50% if leaving between six months and one year of receipt of the training, and nothing if leaving after one year.

ARTICLE XVI **COLLEGE CREDITS**

1. Employees of the Police Department enrolled in an accredited college or community college will receive tuition reimbursement of up to one (1) course per semester at the Rutgers University in-state commuter rate, which sum may be utilized towards payment of tuition and/or purchase of books for each semester. Payment shall be subject to the following condition:

- (A) Notification to the Chief of Police of the place of instruction and the intended courses shall be given at or before the time the employee enrolls for said course(s).
- (B) Submission of proof that the intended courses are part of the curriculum for a degree in police science or criminal justice.

(C) Submission of proof that the course schedule shall not interfere with the employee's regular work schedule.

(D) Submission of proof that the employee received a grade of "C" or better in the submitted course(s).

2. Notwithstanding the aforesaid provisions for reimbursement of tuition payment, in the event that an employee seeking payment for approved college credits shall be reimbursed for such tuition or be compensated in any other manner from any other source, governmental or otherwise, the employee shall only be reimbursed to the extent that the other payments are less than the amount to be received from the Township, in which event the employee shall receive the difference between the amount received from the Township and the amount received from those other sources. If the amount received from other sources exceeds the amount received from the Township, no payment shall be made by the Township to employee.

3. Employees seeking a master's degree in Police Science shall receive a \$100.00 per semester payment subject to a maximum limit of \$800.00 during the employee's course of study. There shall be no "per credit" reimbursement for courses taken in pursuit of a master's degree, nor shall there be compensation for any course of study other than police science. The full extent of any compensation by the Township to employees for such masters studies in police science shall be the \$100.00 per semester set forth above. Such payment is conditioned upon the Chief of Police's prior written approval of the course of study.

4. Employees shall receive no compensation for the pursuit of doctoral degree, whether in Police Science or any other course of study.

5. In addition to other compensation, an employee shall be compensated ten dollars (\$10.00) per college credit up to 120 college credits. Associate degree will be compensated at seven hundred fifty dollars (\$750.00). Bachelor degree shall be compensated at one thousand dollars (\$1,000.00). The following criteria must be met to receive payment:

- (A) The credits are earned at a State accredited college or university.
- (B) The credits are accepted by the college towards a Law and Justice Degree, whether or not the credits are in the major field or free electives.
- (C) Presentation of an official transcript or report card establishing the amount of college credits accumulated.
- (D) The rate of compensation per employee shall be ten dollars (\$10.00) college credit or payment by degree, subject to the above criteria.
- (E) All parties agree that, regardless of past practices, employees shall be required to request prior written approval for college/masters degree compensation as set forth herein. Failure to comply with this "notice" provision may be grounds for the Township to deny such request. Request for prior written approval shall be given to the Chief of Police prior to or at the time the employee enrolls in any course.

6. On additional compensations; when made, when due, reimbursement of tuition aid: The purpose of the additional compensation and reimbursement of tuition is to encourage each employee to further his education and training, thereby providing the Township with more effective and qualified police personnel on a long-term basis. In effect, the reimbursement of tuition and additional compensation for educational attainment is viewed as an incentive for continued service from each employee who seeks to qualify for this additional compensation or reimbursement of

tuition, the following conditions of entitlement and the Township's right to reimbursement of sums advanced or paid shall be determined and made as follows:

- (A) "Additional Compensation" shall not be deemed earned unless the employee is employed for the full calendar year (January 1 through December 31). However, if an employee retires by reason of years of service or by reason of disability he/she shall be entitled to a pro rata distribution of "Additional Compensation" and shall be paid by the Township on December 15 of such year. An employee who satisfactorily completes the required probationary period shall be compensated on a pro rata basis from his/her date of hire (to December 15th) in regard to "Additional Compensation."
- (B) Any employee leaving the service of the Township (other than for reason of retirement due for years of service rendered or disability), who received from Township or had paid on his/her behalf by the Township during that fiscal year, any tuition payments, shall be required to reimburse the Township for such tuition payment(s).

ARTICLE XVII **HOLIDAYS**

All employees as of January 1, 2005 will have 104 hours of holiday pay built into their annual base pay for the 2005 calendar year and thereafter. Then, no employees will be paid for working any holidays in the future.

ARTICLE XVIII **PERSONAL DAYS**

In addition to the aforesaid holidays, each employee during any calendar year shall be entitled to three (3) personal days and his/her birthday as an additional personal day. An employee

shall be required to give reasonable notice to the Chief of Police as to the "Personal Day" he wishes to take. Approval of such request shall not be unduly or unreasonable withheld unless it can be demonstrated that the granting of such "Personal Day" will unduly interfere or hamper the operations of the Police Department. In the event that his Personal Day allotment is not used by the end of the calendar year in which it is provided, the employee shall forfeit the time. Employees shall be entitled to sell back one (1) personal day if it is not used by the end of the calendar year.

ARTICLE XIX
COMPENSATION

Effective with the signing of this Agreement, the rate of compensation to be paid to all members of the bargaining unit shall be in accordance with the salary guides herein. As reflected in these salary guides, officers shall be paid a zero percent increase in 2011; a 1% increase on all steps effective January 1, 2012; a 1.5% salary increase on all steps effective July 1, 2012; a 1.5% salary increase on all steps effective January 1, 2013; and a 2% salary increase on all steps effective January 1, 2013.

Sergeants

Step	2011 0% Inc.	1/1/2012 1% Inc.	7/1/2012 1.5% Inc.	1/1/2013 1.5% Inc.	7/1/2013 2% Inc.
Step 1	\$ 86,192.13	\$87,054.05	\$88,359.86	\$89,685.26	\$91,478.97
Step 2	\$ 87,915.97	\$88,795.13	\$90,127.06	\$91,478.96	\$93,308.54
Step 3	\$ 88,777.89	\$89,665.67	\$91,010.65	\$92,375.81	\$94,223.33
Step 4	\$ 89,639.81	\$90,536.21	\$91,894.25	\$93,272.66	\$95,138.12
Step 5	\$ 90,501.74	\$91,406.76	\$92,777.86	\$94,169.53	\$96,052.92
Step 6	\$ 91,363.66	\$92,277.30	\$93,661.46	\$95,066.38	\$96,967.71
Step 7	\$ 92,225.58	\$93,147.84	\$94,545.05	\$95,963.23	\$97,882.49
Step 8	\$ 93,949.42	\$94,888.91	\$96,312.25	\$97,756.93	\$99,712.07
Step 9	\$ 95,673.26	\$96,629.99	\$98,079.44	\$99,550.63	\$101,541.65

Lieutenants

Step	2011 0% Inc.	1/1/2012 1% Inc.	7/1/2012 1.5% Inc.	1/1/2013 1.5% Inc.	7/1/2013 2% Inc.
Step 1	\$ 93,496.67	\$94,431.64	\$95,848.11	\$97,285.83	\$99,231.55
Step 2	\$ 95,366.60	\$96,320.27	\$97,765.07	\$99,231.55	\$101,216.18
Step 3	\$ 96,301.57	\$97,264.59	\$98,723.55	\$100,204.41	\$102,208.50
Step 4	\$ 97,236.54	\$98,208.91	\$99,682.04	\$101,177.27	\$103,200.81
Step 5	\$ 98,171.50	\$99,153.22	\$100,640.51	\$102,150.12	\$104,193.12
Step 6	\$ 99,106.47	\$100,097.53	\$101,599.00	\$103,122.98	\$105,185.44
Step 7	\$ 100,041.43	\$101,041.84	\$102,557.47	\$104,095.83	\$106,177.75
Step 8	\$ 101,911.37	\$102,930.48	\$104,474.44	\$106,041.56	\$108,162.39
Step 9	\$ 103,781.30	\$104,819.11	\$106,391.40	\$107,987.27	\$110,147.02

Captains

Step	2011 0% Inc.	1/1/2012 1% Inc.	7/1/2012 1.5% Inc.	1/1/2013 1.5% Inc.	7/1/2013 2% Inc.
Step 1	\$ 100,801.21	\$101,809.22	\$103,336.36	\$104,886.41	\$106,984.13
Step 2	\$ 102,817.23	\$103,845.40	\$105,403.08	\$106,984.13	\$109,123.81
Step 3	\$ 103,825.24	\$104,863.49	\$106,436.44	\$108,032.99	\$110,193.65
Step 4	\$ 104,833.25	\$105,881.58	\$107,469.81	\$109,081.85	\$111,263.49
Step 5	\$ 105,841.27	\$106,899.68	\$108,503.18	\$110,130.73	\$112,333.34
Step 6	\$ 106,849.28	\$107,917.77	\$109,536.54	\$111,179.59	\$113,403.18
Step 7	\$ 107,857.29	\$108,935.86	\$110,569.90	\$112,228.45	\$114,473.02
Step 8	\$ 109,873.31	\$110,972.04	\$112,636.62	\$114,326.17	\$116,612.70
Step 9	\$ 111,889.34	\$113,008.23	\$114,703.36	\$116,423.91	\$118,752.39

Any other payments made to any employee for vacation or other entitlement shall be in addition to the salary enumerated.

For purposes of this Agreement, all salary payments other than longevity or entitlement shall be determined on a "calendar year" basis, *i.e.* January 1st through December 31st.

Existing officers shall be paid at the step on the above guides which corresponds to their current salary, including longevity, which will then be increased by all negotiated salary increases during the term of this Agreement. Officers shall progress on the above salary guide in accordance with the following schedule:

Step 1 shall be the base salary for the position.

Step 2 includes all officers from the start of their 5th year of service with the Department

Step 3 includes all officers from the start of their 6th year of service with the Department

Step 4 includes all officers from the start of their 7th year of service with the Department

Step 5 includes all officers from the start of their 8th year of service with the Department

Step 6 includes all officers from the start of their 9th year of service with the Department

Step 7 includes all officers from the start of their 10th year of service with the Department

Step 8 includes all officers from the start of their 15th year of service with the Department

Step 9 includes all officers from the start of their 20th year of service with the Department

Step placement for existing officers shall be mutually agreed to by the parties with no officer placed on an initial step at a salary less than their current base salary and longevity, and then subject to any negotiated increases during the term of this Agreement. "Year of service" shall be defined as "an employee's anniversary date of employment."

In the event that during any calendar year any employee shall be promoted to a higher rank, that employee shall be entitled, as of the date of his/her promotion, to be paid for the balance of the calendar year in accordance with the schedule of salary then in effect for that

higher rank. Thereafter, the employee shall be paid during the ensuing calendar year at the same rate of pay for all others in his/her classification.

ARTICLE XX
LONGEVITY

Employees shall be entitled to an additional percentage per annum of their yearly base pay, which shall take effect on their individual anniversary date as listed below. The longevity payment will be included in the biweekly base pay compensation.

5 th year of service	Two percent (2%)
6 th year of service	Three percent (3%)
7 th year of service	Four percent (4%)
8 th year of service	Five percent (5%)
9 th year of service	Six percent (6%)
10 th year of service	Seven percent (7%)
15 th year of service	Nine percent (9%)
20 th year of service and thereafter	Eleven percent (11%)

In the event that any service is attained, or changes, during the course of any calendar year, the longevity payment applicable should be calculated on a percentage of the remainder of that calendar year.

“Year of Service” shall be defined as an employee’s anniversary date of employment.

Effective with the signing of this Agreement and adoption of a new salary guide, all longevity payments shall cease.

ARTICLE XXI
OVERTIME

A. Employees covered by this agreement shall be compensated for overtime at the rate of one and one-half (1 ½) times their base salary calculated on a per hour basis.

B. Overtime shall not include that period of time required to each employee to report prior to his shift (e.g. ten minutes prior to the beginning of a shift). Overtime shall not include a

period of time, which shall not exceed fifteen (15) minutes, needed to complete, review, or correct reports in the normal course of employment.

Overtime shall not be paid unless approved in advance or requested by either the Chief of Police, or any Lieutenant in charge, or the Lieutenant's designee in charge of that shift except in cases of emergencies requiring him/her to stay on duty, where approval cannot be readily obtained in the manner described, in which event overtime shall be paid for all time spent by that employee in the performance of his/her duties.

Any employee who is called back to work for any reason shall be paid a minimum of three (3) hours overtime regardless of the actual time spent in the performance of his/her duties once he reports.

Likewise, the Chief of Police, or any Lieutenant in charge, or the Lieutenant's designee not to preclude minimum platooning S.O.P., may request any employee covered by this Agreement to work overtime. When requested by any authorized person of the Township, no employee shall refuse to work overtime when physically able or just cause exists as determined by the supervising officer.

Notwithstanding any of the aforesaid provisions, any employee may request the Chief of Police to receive "compensatory leave" in lieu of overtime, which "compensatory leave" shall be calculated on an hour and one-half for hour worked basis. The grant of "compensatory leave" shall be at the sole discretion of the Chief of Police. If at the end of any calendar year an employee has accrued "compensatory leave", the Chief of Police may, at his discretion, either carry over the employee's "compensatory leave" to the following calendar year or compensate the employee for

the accumulated "compensatory leave" at the overtime hourly rate. However, "compensatory leave" accrued during any calendar year may not be carried over for more than one (1) additional year.

C. Lieutenants and Captains covered under this agreement will no longer receive overtime as outlined above, except they shall be entitled to overtime in lieu of compensatory time when performing patrol duties in the field. Otherwise, these employees will be able to receive compensatory time, earned on an hour for hour basis. This applies only to hours worked in excess of eight (8) daily or forty (40) weekly. This time is not cumulative and shall be used when possible as soon as possible, or within sixty (60) days of the time it was earned. In the event that the compensatory time listed here is not used within the sixty (60) day period it will expire. Nothing herein shall prohibit all members of the bargaining unit to be eligible to participate in extra duty or mall details on a voluntary basis, based upon seniority.

ARTICLE XXII **COMP TIME AND ADDITIONAL STIPEND FOR DETECTIVES**

A Detective, when required to be "on call" duty status, is to be compensated at the rate of two (2) hours of compensatory time for every eight (8) hours on call status. For example, a Detective "on call" from 12 midnight Saturday to 8 AM Monday, a total of 32 hours, would receive eight (8) hours of compensatory time.

In addition, Detectives shall receive a lump sum stipend of seven hundred (\$700.00) dollars for calendar year 2008. Effective January 1, 2009, detectives shall receive a lump sum stipend increased to one thousand (\$1,000.00) dollars annually. This lump sum payment shall be prorated to the extent that an employee has worked less than twelve (12) months as a Detective during a calendar year.

ARTICLE XXIII
MILITARY LEAVE

1. Military Leave and National Guard Service shall be granted in accordance with Department of Personnel Regulations and State and Federal law as it exists at the time leave is being taken, unless otherwise defined in this Article.

2. Members of the Reserve components shall receive the same benefits as applied to National Guard in accordance with Paragraph 1.

3. Any employee who is a member of the National Guard or any United States Military component, required to attend a weekend drill (Saturday, Sunday, or both) shall notify the Chief of Police at least seventy-two (72) hours in advance of that drill. Any employee providing the appropriate notice required herein shall not be required to work on that particular day (should he/she be scheduled), but instead, shall be given the opportunity to make up the time on that employee's day(s) off pursuant to past practices of the Police Department. Accordingly, if the employee makes the time up, he/she shall be paid in accordance with his/her regular rate of pay. If the time or day is not made up the employee shall not be paid for the time missed during his normally scheduled work week or work day as a result of his/her Guard or Reserve duty.

4. If more than fifteen percent (15%) of employees covered by this agreement belong to Reserve and National Guard Units and if in the opinion of the Chief of Police appropriate numbers of employees are not regularly available to maintain adequate staffing due to Reserve and National Guard duty, then the parties hereto may be required at the option of the Chief of Police to negotiate this Article for the purpose of obtaining appropriate patrol coverage.

ARTICLE XXIV
OTHER PROVISIONS

(A) Medical and Prescription benefits provided through the State Health Benefits Plan and other benefits presently received shall be continued in full force and effect during the course of this Agreement and shall be paid for by the Township, in accordance with presently existing policy and the terms set forth herein. When an employee retires after twenty-five (25) years of service in PFRS, the Township will continue to provide for his/her health insurance and prescription, including spouses, domestic or civil union partners, and eligible family members, at no cost to the employee, subject to the terms set forth herein. Any modification or additions of hospitalization and other related benefits generally extended to other employees shall be extended to the employees of the Police Department.

1. Effective June 28, 2011, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. Those payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. Upon completion of the four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, the issue of contributions towards the cost of health insurance shall be subject to collective negotiations between the parties. These contributions shall cease upon the Officer's retirement, at which time all officers with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

2. Effective as of January 1, 2010, there shall be established an opt-out program for the employees who choose to withdraw from the insurance program offered by the Township. Proof of alternate coverage must be provided. The employee exercising this program shall receive the sum of two thousand dollars (\$2,000) per year, paid monthly, not to be added to the base pay compensation. Effective January 1, 2013, the employee exercising this option shall receive the

sum of \$3,000 for single coverage, \$4,000 for parent-child and employee and spouse/partner coverage, and \$5,000 for family coverage. No employee whose spouse or partner is receiving medical benefits through the State Health Benefits Plan shall be eligible for this opt-out payment. Should the employee cease to have the alternate insurance coverage, the employee shall opt back into a unit plan, ceasing the opt-out payments, at which time that officer shall be responsible to contribute towards the cost of health insurance, pursuant to P.L. 2011, Chapter 78, at the same percentage rate as if the officer had been making those payments during the opt-out period.

3. Effective November 1, 2011 and pursuant to P.L. 2011, Chapter 78, the Township shall establish a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125, dependent care expenses as provided in Section 129 of the Code, 26 U.S.C. §129, and such other benefits as are consistent with Section 125 which are included under the plan.

(B) Sick leave shall be administered in the manner established by the Deptford Township Personnel Ordinances, as established by revised Chapter 19, entitled Personnel Policies, passed in 1967, revised in 1971. Additionally, the last year of employment shall be prorated to the date of separation.

(C) All existing medical and prescription plans shall remain in effect for duration of the contract period.

(D) (1) The employer agrees to grant time off without loss of pay to any employees designated by the SOA to attend the annual PBA State and National Conventions, not to exceed one (1) calendar week for each convention; provided that a one (1) week written notice be given to the Chief of Police by the SOA as to the employees selected as convention delegates. Only one (1) employee on any shift shall be granted time off for attendance at these conventions.

Notwithstanding the above, the Township will comply with any mandatory provisions of State law relating to attendance at these conventions.

Otherwise, the contractual language shall control. The number of delegates may be limited in the event of emergency.

(2) Any employee elected as the President, Vice-President, Secretary or Treasurer and State Delegate of the SOA shall be granted time off without loss of pay to attend regularly scheduled State and Local PBA meetings.

(E) Quarterly meetings shall be held by Police Administration with SOA representatives.

(F) Officers, to the extent necessary, shall be given Hepatitis B shots. The Township shall be responsible for the costs of these shots to the extent that the cost exceeds the amount covered by the Township medical insurance.

(G) Employees covered under this agreement shall comply with all Police Rules and Regulations properly adopted by the Township of Deptford. At the request of SOA representative, if made, it is further agreed that the Township will consider any proposed modifications to these Rules and Regulations. All such proposals by SOA shall be in writing directed to the Chief of Police and the Township Manager.

(H) Jury duty shall be considered a day of work for all employees that are scheduled for day work (ex: 8 AM-4 PM) and overnight shift (ex: midnight-8 AM).

ARTICLE XXV **FAIR PRACTICES**

The Department, and all employees covered by this agreement herein, agree to continue to admit to its membership all employees covered by this agreement without discrimination on the basis of race, creed, color, natural origin, sex, marital status, age or draft status.

ARTICLE XXVI
WORK CONTINUITY

The Department and employees covered by this agreement agree that for the life of this contract, there shall be no strike, slow-down, sick-out, or other similar concerted action nor shall there be any individual action for the purpose of inducing employees to engage in such prohibited activities.

ARTICLE XXVII
MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, power, prerogatives and authority which the Township now has or had prior to the signing of this agreement are retained by the Township, except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement. Such abridgements of "personnel policies" not specifically defined herein shall be as delineated in the Personnel Ordinance and, if not set forth herein, shall be administered in accordance with past practices of the Police Department.

ARTICLE XXVIII
FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining negotiations.

ARTICLE XXIX
SEPARABILITY AND SAVINGS

If any provision of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or

if compliance with enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXX
CONTINUATION AND CONSTRUCTION OF THE AGREEMENT

This agreement shall remain in full force and effect until a new agreement is signed. For the purpose of interpretation, this Agreement shall be constructed to have been prepared by both parties and no presumption shall attach in favor or against either party.

IN WITNESS WHEREOF, The parties hereto have set their hands and respective seals this

7th of Oct, 2012.

TOWNSHIP OF DEPTFORD

Paul Medany
Paul Medany, Mayor

ATTEST:

Aina G. Zawadzki
, Clerk

[Signature]
Superior Officers Association, PBA Local 122

Superior Officers Association, PBA Local 122