

Sept. 22, 2004
Revised: 11/2/04

AGREEMENT BETWEEN
THE TOWNSHIP OF PENNSVILLE,
A MUNICIPAL CORPORATION EXISTING
UNDER AND BY VIRTUE OF THE LAWS
OF NEW JERSEY
LOCATED WITHIN SALEM COUNTY

AND

PENNSVILLE POLICE OFFICERS ASSOCIATION

An Affiliate of Old Oak Lodge No. 6

January 1, 2003 through December 31, 2006

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ARTICLE I

RECOGNITION

- A. The Township hereby recognizes the Pennsville Police Officers Association, an Affiliate of Old Oak Lodge No. 6., F.O.P., as the exclusive collective negotiating agent for all full-time police officers and sergeants, but excluding all other superior police officers, all professional, craft and clerical employees and all other Township employees and supervisors within the meaning of the New Jersey Employer/Employee Relations Act.
- B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Pennsville hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, the activities of its employee;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspect, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purposes.

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having the grievance adjusted without intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and/or administrative decisions affecting employees covered by this Agreement. Grievances may be raised by an individual, or the Association at the request of and on behalf of an individual or group of individuals.

The term "days" as used herein shall mean working days.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step

is waived by mutual consent. Failure by the grievant to adhere to any or all time limits shall constitute abandonment of the grievance. Failure by the appropriate management representative to respond within the time limits of this procedure shall be considered a negative response and the grievance may be processed to the next step.

Step One:

- (a) An aggrieved employee shall institute actions under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally.
- (b) The immediate management superior shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and filed with the Chief of Police or designee within five (5) days following the determination by the immediate superior.
- (b) The Chief of Police or designee shall render a decision in writing five (5) days from the receipt of the grievance.

Step Three:

- (a) In the event the grievance is not resolved through Step Two, then within five (5) days following the determination of the Chief or designee, the matter may be submitted to the Chairman of the Police Department Committee.

- (b) The Chairman of the Police Department Committee or designee shall review the matter and make his determination within ten (10) days from the receipt of the grievance.

Step Four:

- (a) In the event the grievance is not resolved through Step Three, then within five (5) days following the determination of the Chairman of the Police Committee or designee, the matter may be submitted to the Mayor and Township Committee.
- (b) The Mayor and Township Committee shall review the matter and make their determination within twenty (20) days from receipt of the grievance.

Step Five: Arbitration

- (a) If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter within ten (10) days after determination by the Mayor and Township Committee to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator.
- (b) The arbitrator shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and laws of the United States and decisions of the courts of the State of New Jersey and the Courts of the United States. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding upon the parties subject to

applicable court proceedings.

- (c) The cost for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE IV

SALARIES

A. Police officers covered by this Agreement shall be compensated according to the following salary schedules:

SALARY GUIDE FOR ALL POLICE OFFICERS COVERED BY
THIS AGREEMENT EMPLOYED AS OF JANUARY 1, 1997

GUIDE 1

<u>YEARS</u> <u>SERVICE</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
5-6	\$65,037.00	\$67,378.00	\$69,905.00	\$72,422.00
6-7	\$66,628.00	\$69,027.00	\$71,616.00	\$74,194.00
7-8	\$68,221.00	\$70,677.00	\$73,327.00	\$75,967.00
8-9	\$69,812.00	\$72,325.00	\$75,037.00	\$77,738.00
9-10	\$71,404.00	\$73,975.00	\$76,749.00	\$79,512.00

SGTS. ADD

<u>1/1/03</u>	<u>1/1/05</u>
\$4,000	\$4,500

GUIDE 2

SALARY GUIDE FOR ALL POLICE OFFICERS COVERED BY
THIS AGREEMENT EMPLOYED AFTER JANUARY 1, 1997

YEARS SERVICE	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
0-1	\$35,122.00	\$35,122.00	\$35,122.00	\$35,122.00
1-2	\$41,274.00	\$42,760.00	\$44,364.00	\$45,961.00
2-3	\$45,025.00	\$46,646.00	\$48,395.00	\$50,137.00
3-4	\$48,778.00	\$50,534.00	\$52,429.00	\$54,316.00
4-5	\$52,530.00	\$54,421.00	\$56,462.00	\$58,495.00
5-6	\$56,282.00	\$58,308.00	\$60,495.00	\$62,673.00
6-7	\$60,034.00	\$62,195.00	\$64,527.00	\$66,850.00
7-8	\$63,787.00	\$66,083.00	\$68,561.00	\$71,029.00
8-9	\$67,538.00	\$69,969.00	\$72,593.00	\$75,206.00
9-10	\$71,291.00	\$73,857.00	\$76,627.00	\$79,386.00

SGTS. ADD

<u>1/1/03</u>	<u>1/1/05</u>
\$4,000	\$4,500

GUIDE 3

SALARY GUIDE FOR ALL POLICE OFFICERS COVERED BY
THIS AGREEMENT EMPLOYED AFTER JANUARY 1, 2000

YEARS SERVICE	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
0-1	\$35,122.00	\$35,122.00	\$35,122.00	\$35,122.00
1-2	\$41,274.00	\$42,760.00	\$44,364.00	\$45,961.00
2-3	\$45,025.00	\$46,646.00	\$48,395.00	\$50,137.00
3-4	\$48,778.00	\$50,534.00	\$52,429.00	\$54,316.00
4-5	\$52,530.00	\$54,421.00	\$56,462.00	\$58,495.00
5-6	\$56,282.00	\$58,308.00	\$60,495.00	\$62,673.00
6-7	\$60,034.00	\$62,195.00	\$64,527.00	\$66,850.00
7-8	\$63,787.00	\$66,083.00	\$68,561.00	\$71,029.00

SGTS. ADD

<u>1/1/03</u>	<u>1/1/05</u>
\$4,000	\$4,500

B. All officers shall be advanced or placed in their proper step as of January 1 of each year. To be eligible for advancement on January 1 the officer must have completed six (6) months of employment as an appointed police officer prior to January 1.

C. Any police officer hired on or before September 14, 2004 with an associate's degree or sixty (60) college credits shall receive an additional three hundred (\$300) dollars each year included in his base salary. Any police officer hired on or before September 14, 2004 with a bachelor's degree shall receive an additional six hundred (\$600) dollars each year included in his base salary. Effective January 1, 2005 the aforementioned stipends shall be increased to four hundred (\$400) dollars and eight hundred (\$800) respectively.

D. Officers shall be eligible for longevity stipend added to the base salary as follows:

After ten (10) years serviced add \$1,200.

After fifteen (15) years service add an additional \$1,200.

After twenty (20) years service add an additional \$1,200.

After twenty-four (24) years service add an additional \$1,200.

E. Employees will receive any longevity stipend at the beginning of the quarter in which their anniversary date falls.

ARTICLE V

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action interfering with normal operations against the Township.

B. In the event of a strike, work stoppage, slowdown, or other job action interfering with the normal operation of the department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement may be deemed grounds for discipline of such employee, subject however, to the grievance procedure and/or the provision of Title 40.

C. The Association will actively discourage any of its members or person acting in any strike, slowdown, walkout or job action interfering with the normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by this Article by the Association or any person acting on its behalf.

ARTICLE VI

HOURS AND OVERTIME

A. EIGHT (8) HOUR SHIFT EMPLOYEES

1. Normal work period/hours: 8 hours per day and 40 hours per week.

2. Overtime is defined as work in excess of eight (8) hours per day and/or forty (40) hours per week.

3. Overtime Rate: Day work rate shall be the officers annual, non-overtime salary: (base+longevity+education) divided by 2080 hours.

B. TWELVE (12) HOUR SHIFT EMPLOYEES

1. Normal work week period/hours: A 28-day work week cycle, 13 cycles per year, with 14 days worked per cycle. This work period will result in employee working 168 hours per month and 2,184 hours per year. The parties specifically note that this work period is adopted in accordance with and subjected to the provisions of 29 USC § 207, and applicable to federal regulations.

2. Overtime: Overtime shall be paid to 12-hour shift employees when an officer is required to work beyond his normal work period. Work period for overtime purposes is defined as the posted schedule showing days, hours per day and days per week. All overtime shall require prior approval by the Chief or his

designee.

3. Overtime Rate: Overtime rate for shift workers shall be calculated as follows: officers annual, non-overtime salary (base+longevity+education) divided by 2080 hours.

C. COMP/FLOATER TIME - DAY AND SHIFT EMPLOYEES

1. Comp time may be taken in lieu of overtime pay. The maximum number of comp time hours an officer may accrue in his bank are 480. When the maximum of 480 hours is reached, overtime must be paid per the terms of this Agreement.

2. The eight (8) hours per month accumulated for each 28-day cycle, called comp/floater time, must be used during the month earned from Sunday seven (7) PM through Friday seven (7) PM, any shift. An additional eight (8) hours shall be added to an officers bank on January 1 of each year to compensate for the thirteen (13) work cycles per year. Should an emergency prevent an officer from using his or her monthly comp time as required above, the Chief or his designee may, at his or her discretion, grant a waiver from the monthly rule requirement. Officers may supplement the eight (8) hours with four (4) hours from their comp bank or from their vacation allotment to permit them to be off for a full shift twelve (12) hours. Vacations and personal days when properly scheduled in advance take priority over comp/floater time. Under these circumstances management reserves

the right to cancel the floater/comp day. No floater or comp time shall be permitted that will cause an overtime situation.

D. SCHEDULED OVERTIME

1. In the event of scheduled overtime, an employee shall be compensated at time and one-half (1 ½) his straight time rate without other call-in premium.

2. Scheduled overtime shall be considered all overtime with more than one (1) hour's notice. All overtime which is scheduled with less than one (1) hours notice shall be considered call-in pay pursuant to this section.

E. CALL-IN ALLOWANCE

In the event an officer is called in to duty other than his normal assignment or for court appearances, he/she shall be compensated at straight time rate for two (2) hours and shall be paid time and one half (1 ½) his/her straight time rate for time actually worked with a credit of nor less than three (3) hours.

F. CHANGE IN SHIFT ASSIGNMENT

In the event an employee covered by this Agreement has a change in shift assignment with less than sixty (60) hours' notification, said employee shall be compensated at a flat rate of one hundred fifty (\$150) dollars.

G. DETECTIVES ON CALL

In the event a detective is scheduled to for on call status

more than ten (10) days in a calendar month, he shall be compensated at the rate of twenty-five (\$25) dollars per day for each day over ten (10) in that calendar month.

H. BARGAINING UNIT WORK

1. Bargaining unit work shall consist of the following:

- a. Road construction detail
- b. School details and sporting events
- c. Parade details
- d. Queen of Apostles Fair
- e. Recreation Department activities and sporting events
- f. Recreational activities on Township maintained property
- g. Any detail outside the normal work schedule.

2. In the event that the bargaining unit work becomes available, the bargaining unit/PPOA will be contacted first and given the opportunity to provide manpower sufficient to complete the work in question. This work will be scheduled using a rotating list of PPOA members. In the event a sufficient number of bargaining unit/PPOA members are not available to perform the work in question, or do not choose to do so, then the additional manpower for that work shall be drawn from any other source the Township wishes to utilize including staff officers.

3. Compensation - i.e.: straight time and overtime, shall be paid in accordance with the negotiated Agreement.

ARTICLE VII

PERSONAL DAYS

A. There shall be four (4) personal days granted for each employee during a calendar year, but such days must be exercised during the current calendar year period ending December 31.

Employees utilizing such personal days must make notification for same in writing to the Chief of Police or his designee not less than three (3) days in advance. In an emergency, a request may be made twenty-four (24) hours in advance or at the Chief's discretion. Personal days shall be for eight (8) hours for day workers and twelve (12) hours for shift workers.

B. No more than one (1) officer per shift may be off on personal leave at the same time.

C. Personal days shall not be denied when notification is made seventy-two (72) hours in advance.

D. Personal days must be approved or denied within twenty-four (24) hours of notification.

ARTICLE VIII

VACATIONS

A. Employees shall be granted vacations with compensation based upon their time of service as follows: All vacation allotments shall be converted to hours. All officers with an anniversary date falling between January 1 and June 30 will receive their allotments as of January 1 of that year. Officers with an anniversary date falling between July 1 and December 31 will receive their vacation allotments as of July 1. Vacations accruing in the second half of the year may be scheduled during normal sign-up time as determined by management. The actual vacation shall be taken as outlined above. New officers will receive their vacation upon completion of one (1) years service (anniversary date). EXCEPTION: The Chief or his designee may make an exception to the above rule if, in tier opinion, the granting of additional vacation time would not adversely effect manpower requirements or cause overtime.

B. VACATION ALLOTMENT FOR ALL OFFICERS HIRED AS OF DECEMBER 31, 1999

- | | |
|--|-----------------|
| 1. After one (1) year of service | Two (2) weeks |
| 2. After five (5) years of service | Three (3) weeks |
| 3. After ten (10) years of service | Four (4) weeks |
| 4. After fifteen (15) years of service | Six (6) weeks |

C. A vacation week is defined as follows:

1. For officers hired on or before December 31, 1999 -
56 hours.
2. For officers hired on or after January 1, 2000 through
September 14, 2004 - 48 hours.
3. For officers hired on or after September 15, 2004 -
40 hours.

For purposes of vacation only, effective January 1, 2005
Officer Tull is to be considered as being entitled to a vacation
week defined in C1.

D. Employees may bank thirty (30) days, 240 hours, into the
subsequent annual vacation period, but must be used within such
subsequent period without further extension with the under-
standing that not more than forty-five (45) days, 360 hours, may
be taken consecutively.

E. Vacation pay shall be based on the normally scheduled work
week.

F. Single or one-half ($\frac{1}{2}$) day vacation days requested by an
employee will be granted only on approval of the Chief of his
designee.

G. Once vacation is approved it cannot be changed by management
unless an emergency is declared by the Mayor or his designee. An
emergency is defined as a temporary and unanticipated situation.

H. Request for vacations must be approved or denied within twenty-four (24) hours after receipt by the Chief of his designee.

ARTICLE IX

HEALTH AND WELFARE

A. The Township will provide medical, hospitalization and major medical insurance coverages as follows:

1. All active officers, including any officer retiring during the term of this Agreement shall be subject to the following deductible amounts for medical health care:
2. Deductibles (co-pay) \$100.00 per person - \$300.00 per family.
3. After the deductibles above are met, plan pays 80% of covered major medical expenses UNTIL:
4. The total out of pocket expenses reach: \$300.00 per person or \$600.00 per family, plan then pays 100% of medically necessary expenses subject to the limitations of the health benefits plan adopted by the Township. April 1, 1993. The above items, a through c, co-pay and deductibles shall be applied subject to the provisions of Article V of the health benefits plan currently in force.

The stated sums of co-pay are to be paid by the employee:

<u>Effective Date</u>	<u>Type Coverage</u>	<u>Amount of Co-pay/Per Pay</u>			
		<u>1/1/00</u>	<u>1/1/04</u>	<u>3/15/05</u>	<u>3/15/06</u>
January 1, 2000	Single	\$16.00	\$30.40	\$38.40	\$46.40
	Two Party	\$18.00	\$34.20	\$43.20	\$52.20
	Three or More	\$20.00	\$38.00	\$48.00	\$58.00

B. The Township will also provide, at no cost to employees, prospective retirees and their eligible dependents, a dental service plan, U.C.R. comprehensive type, with the same benefit levels as New Jersey Dental Service Plan, Inc., for employees and family dependents.

C. The Township will also provide, no cost to employees and retirees, term life insurance for employees and retirees covered under this Agreement in the face amount of sixteen thousand (\$16,000) dollars, which shall be increased to thirty-thousand (\$30,000) dollars effective January 1, 2005.

D. The Township will also provide, at no cost to employees, a \$3.00 co-pay generic and a \$10.00 brand name prescription plan for employees and their eligible dependents, and prospective retired employees and their eligible dependents.

E. The Township will also provide to employees and eligible dependents, at no cost to employees other than the co-pay and deductibles listed in "A" above, term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverage's in effect at the time of

retirement for employees who retire after twenty-five (25) years of service with the Township unless the employee is subsequently covered by another insurance plan.

1. All benefit levels in effect at the time of retirement shall continue at the same levels for the individual retiring regardless of any subsequent changes in benefit levels which may be agreed to by the parties in the future.
2. Should a retired officer become eligible for Medicare coverage he shall sign up for same and notify the Township at which time the Township's medical benefits would then become secondary.

F. In the event an employee covered by this Agreement becomes disabled in the line of duty, or has twelve (12) years of service and becomes disabled and is unable to perform his duties, the Township will provide to the employee and eligible dependents, at no cost to employees other than the co-pay listed in "A" above, the term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverage's in effect at the time of disablement.

G. If an employee who has at least twelve (12) years of services, dies, the Township will provide the medical, hospitalization, major medical, co-pay prescription and dental coverage's in effect at the time of death to the surviving spouse and eligible dependents at no cost other than the co-pays listed in "A" above.

1. The benefits provided herein shall cease, if the spouse remarries or fails to re-establish the claim each year with the Township Financial Officer.
2. Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions.

H. The Township will pay up to the amount of five hundred (\$500) dollars which can be used for vision care, physical examination, or a gym membership in any combination for the employees and their eligible dependents covered under this Agreement. The employees will schedule the appointments at their convenience but not during work hours. Gym membership costs must be submitted for payment by December 1. Request for payment must be accompanied with a receipt. The aforementioned maximum stipend of five hundred (\$500) dollars shall be increased effective January 1, 2005 to seven hundred and fifty (\$750) dollars.

I. Proof of expenditure for either of the examinations or the membership set out in Paragraph F must be presented upon voucher to secure payment of cost. Not more than fifty (50%) percent of the employees will submit for reimbursement during any six (6) month period. Reimbursement will be made on the first come basis. The report of such examination(s) shall become a part of the employee's personnel history.

J. The Township may, at its option, change any of the foregoing plans or carriers, so long as substantially equal benefits are provided.

K. The family dependents provided for above are limited to those who qualify under the insurance plan as dependents.

L. If the health care reform proposals pending or otherwise modified are enacted by the Federal government affecting the rights of either party hereto, either party reserves the right to re-open negotiations on health care; however, any conclusions of change shall require the Agreement of both parties to be effective.

ARTICLE X

CLOTHING MAINTENANCE

Township will order Chief of Police in writing to replace worn uniforms and equipment.

ARTICLE XI

SICK LEAVE

A. Employees covered under this Agreement shall be granted a leave of absence and be eligible to receive full compensation during absence from duty due to illness for up to fifteen (15) days during such period or periods of illness in any calendar year commencing January 1. Unused sick leave will accumulate with no limit for use in later years.

B. In the event a police officer should contact catastrophic illness or sustain a serious injury that would require an extended period of recuperation, additional sick leave will be granted upon submission of appropriate proof from a physician. These events will not reduce accumulated sick time.

C. An employee who shall have been absent on sick leave for three (3) or more consecutive working days, or three (3) days during one seven (7) day shift, shall submit to the Chief acceptable medical evidence substantiating the illness.

D. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) year may be ordered to undergo a physical examination by the department assigned physician which will be paid for by the Township.

E. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse

of sick leave shall be cause for disciplinary or dismissal action. The Township reserves the right to have such medical determination made by a physician designated by the Township Committee.

F. Employees will be given fifteen (15) days credit for each full year of service that they have been employed with the Pennsville Police Department as a police officer. Employees will subtract any sick time that has already been taken during their time of employment with the Pennsville Police Department. The resulting amount will be the employees bank prior to January 1, 1997.

G. Any employees suffering an "On the Job" injury shall be off-duty with pay and with no loss of sick days from his bank.

H. Catastrophic illness or injury "Off-Duty" does not affect the bank.

I. Any amount of salary or wages paid or payable to the employee pursuant to this Article shall be reduced by the amount of any workers' compensation award made for temporary disability.

ARTICLE XII

NON-DISCRIMINATION

There shall be no discrimination by the Township, the Association or organizational members against any employee on account of race, color, creed, sex or national origin.

ARTICLE XIII

BEREAVEMENT LEAVE

A. Death in Immediate Family.

1. Employees shall be granted a leave of absence, with pay for death in the immediate family from the day of death until the day after the day of burial inclusive not to exceed five (5) work days.

2. Immediate family, for the purpose of this section, is defined as father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother and step-father.

3. Effective January 1, 2005 the spouse's grandfather and grandmother are added to the definition of immediate family.

B. Death in Non-immediate Family.

1. Employees shall be granted a leave of absence, with pay for death in the non-immediate family for the day of burial only.

2. Non-Immediate family, for the purpose of this section, is defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

C. Exception

The Township may make time exceptions to the aforementioned rules in its discretion where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

ARTICLE XIV

RETIREMENT BENEFITS

A. At retirement an employee accumulating a minimum of fifty (50) unused sick days (400 hours) will be paid one (1) day's salary (8 hours) for every sixteen (16) hours banked with a maximum payment of fifteen thousand (\$15,000) dollars.

B. A unit cap of forty-five thousand (\$45,000) dollars will be in effect each year. Retiring officers sick day buy-outs will not total more than the unit cap. If the cap is reached during the year additional officers wishing to retire will have to wait until the next year to receive their sick days money.

C. New retirees will be entitled to be paid for any unused vacation accrued to the retiring employee. The maximum credit for banked vacation days shall be two hundred (200) hours.

D. Officers shall receive credit for service as a sworn officer with other department within the State of New Jersey. Service credit shall be for retirement purposes only and shall not be counted as credit within the Pennsville Police Department.

ARTICLE XV

ASSOCIATION RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties agree that police officers have the right to freely organize, join and support the F.O.P. and its affiliates for the purpose of engaging in collective negotiations and grievance processing, or to refrain from any such activity.

B. Employees covered under this Agreement are entitled to representation by the F.O.P. under the following circumstances:

1. All steps of the grievance procedure
2. Disciplinary proceeding

C. Whenever any representative of the F.O.P. is scheduled to participate in negotiations or the grievance procedure during working hours, he/she shall suffer no loss of regular straight time pay.

D. The Township shall make available to the F.O.P. public financial information required for collective negotiations or the processing of a grievance.

E. The F.O.P. will be advised in writing at least thirty (30) days prior to the beginning of a promotion process with respect to the Township's intention to administer promotions within the police department. The criteria for such promotions will be published.

ARTICLE XVI

MISCELLANEOUS

A. Police officers who attend law enforcement instruction approved schools shall be reimbursed for expenses incurred by such officer for mileage, tolls and cost for textbooks.

Reimbursement shall be made upon presentation of a proper receipt for such expenses. If school is less than four (4) hours including travel time, the officer shall report for duty.

B. In the event that an employee is laid-off from the Pennsville Police Department, recall shall be based on the reverse order of seniority subject to the maximum of one (1) year for automatic recall.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations at the time of said negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter known to the parties at the time of said negotiations whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated.

ARTICLE XVII

SEPARABILITY AND SAVINGS

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

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall remain in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2006. The economic changes in this Agreement shall apply only to those individuals in the employ of the Township on the date of signing of this Agreement or individuals who have retired on or after the effective date of this Agreement.

B. Thereafter this Agreement shall continue in full force and effect from year to year, unless one party or the other give notice, in writing, prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement. This Agreement represents the full and complete understanding between the parties to this Agreement and represents the Agreement on all issues, whether bargained or contemplated, between the parties in question for the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of , 2004.

TOWNSHIP OF PENNSVILLE
SALEM COUNTY, NEW JERSEY

BY: 
MAYOR RICHARD BARNHART

ATTEST:

Cynthia Dalessio

PENNSVILLE POLICE OFFICER
ASSOCIATION, An Affiliate
Of Old Oak Lodge No. 6 FOP

BY: Michael O'Brien

ATTEST:

John Willard