

AGREEMENT

between

THE TOWNSHIP OF PENNSAUKEN

and

**FRATERNAL ORDER OF POLICE
GARDEN STATE LODGE #3**

JANUARY 1, 2010 through DECEMBER 31, 2013

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PREAMBLE

THIS AGREEMENT, entered into this day of ,2010, by and between the TOWNSHIP OF PENNSAUKEN, in the County of Camden, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the FRATERNAL ORDER OF POLICE, GARDEN STATE LODGE #3, hereinafter called the "Lodge", represents the complete and final understanding on all bargainable issues between the Township and the Lodge.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Lodge as the sole and exclusive collective negotiating agent and representative for all full time employees of the Township of Pennsauken employed as Patrolmen, including Detectives, of the Township of Pennsauken Police Department, but excluding all managerial employees, professional employees, supervisors and all other Township employees.

B. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RESPONSIBILITY

A. The Township of Pennsauken hereby retains and reserves unto itself, without limitation, 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, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its Police Officers utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Police Officers needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Police Officers.

4. To hire all Police Officers to promote, transfer, assign or retain Police Officers in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any Police Officer for good and just cause according to law.

6. To lay off Police Officers in the event of lack of funds under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

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

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. 40A:1-1 et seq. or any other National, State, County or local laws or regulations.

ARTICLE III

RULES AND REGULATIONS

Proposed new rules and regulations or modifications of existing rules, orders, procedures or policies governing negotiable working conditions addressed within this contract, shall be negotiated with a majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

A. The Township and the Lodge agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin, age or political affiliation.

B. The Township and the Lodge agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Lodge against any Police Officer because of the Police Officer's membership or non-membership or activity or non-activity in any such organization.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The Lodge hereby covenants and agrees that during the term of this Agreement, neither the Lodge nor any person acting in its behalf will cause, authorize 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 absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Lodge agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out, or other job action, it is covenanted and agreed that participation in any such activity by any Lodge member shall entitle the Township to consider such activity grounds for termination of employment of such Police Officer or Police Officers.

C. The Lodge agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the Lodge will publicly disavow each action and order all such members who participate in such activity to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Lodge order.

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 the Lodge or its members.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the problems which may arise effecting the terms and conditions or employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by an individual Police Officer or the Lodge on behalf of an individual Police Officer or group of Police Officers, from the interpretation, application or violation of terms and conditions of this Agreement.

2. No grievance may proceed beyond Step #1 herein unless it constitutes a controversy arising over the interpretation, application or violation of terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step #1 herein.

3. Nothing herein shall be interpreted as intending to remove from arbitration disputed disciplinary actions, which are mandatorily arbitrable pursuant to law.

D. 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.

Step One: The aggrieved or the Lodge shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved Police Officer and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the Police Officer or the Lodge may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The grievance, if presented by the Lodge, shall have the written acknowledgement of the Police Officer to the Lodge at the time of filing the grievance with the Chief of Police. Such acknowledgement will be retained by the Lodge until requested by the Township Administrator upon reaching Step Three. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this contract violated and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Lodge wishes to appeal the decision of the Chief of Police, such an appeal shall be presented in writing to the Township Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Step 2, to the Township Administrator within the time prescribed

above, shall constitute an abandonment of the grievance. The Township Administrator shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the Lodge wishes to appeal the decision of the Township Administrator, such an appeal shall be presented in writing to the Township Committee within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. Failure to provide the written grievance and answer as required in Steps 2 and 3, to the Township Committee, within the time prescribed above, shall constitute an abandonment of the grievance. The Township Committee shall respond in writing to the grievance within thirty (30) days of submission.

Step Five: In the event the grievance has not been resolved in or at Step Four, the matter may be referred to binding arbitration as hereinafter provided. In the event that the Township or the Lodge desires to submit a grievance to arbitration, the following procedure shall be followed:

a. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Township Committee's determination. The only issue which may be submitted to arbitration is the grievance presented to the Township Committee in Step 4. The notice of intent to arbitrate shall contain the statement of the issue which shall not expand or otherwise modify the issue considered in Step 4.

b. The party demanding arbitration shall request P.E.R.C. to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of P.E.R.C.

c. The costs of the services of the arbitrator shall be borne equally by the Township and the Lodge.

d. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

e. The decision of the arbitrator shall be final and binding upon the Township and the Lodge.

f. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

g. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice to and authorization of the Chief of Police, the designated Lodge representative shall be permitted as members of the Grievance Committee to confer with Police Officers and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of Police Officers, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Pennsauken or require the recall of off-duty Police Officers.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the

grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Police Officers covered by this Agreement shall have the right to process their own grievance without representation by the Lodge or other counsel.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Lodge.

I. The following matters shall not be arbitrable:

1. The failure or refusal of the Township Committee to give permanent employment to a probationary or temporary employee, or,

2. Matters where a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission, unless the employee involved has permitted his right to appeal to the Civil Service Commission to lapse.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Lodge. Such deductions shall be made in compliance with Chapter 123, Public Laws 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Lodge and verified by the Municipal Finance Officer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Lodge shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization cards from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Lodge and signed by the President of the Lodge advising of such changed deduction.

D. The Lodge will provide the necessary "check-off authorization" form and the Lodge will secure the signatures of its members on the forms and deliver the signed forms to the Municipal Finance Officer.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Municipal Finance Officer. The filing of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Lodge and transmit that fee to the

majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Lodge during the month following written notice from the Lodge of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Lodge shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Lodge, less the cost of benefits financed through the dues and available only to members of the Lodge, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Lodge to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1st and July 31st each year, the Lodge shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township, and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Lodge shall establish and maintain a procedure whereby any employee

can challenge the assessment as computed by the Lodge. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow resolution of the appeal.

L. The Lodge shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon official notification on the letterhead of the Lodge and signed by the President of the Lodge, advising of such changed deduction.

ARTICLE VIII

HOURS OF WORK AND OVERTIME - COURT APPEARANCES

A. 1. The regular work week for all Police Officers shall be a maximum of forty (40) hours per week.

2. Each shift shall consist of a maximum of five (5) tours of duty.

3. Each tour shall consist of a maximum of eight (8) hours of duration.

4. All Police Officers will report fifteen (15) minutes prior to their assigned tour of duty, without compensation, with no loss of base salary for the day in question as a result of infractions. However, infractions may be dealt with departmentally.

B. Overtime shall be paid at one and one-half (1 & ½) times the Police Officer's regular straight time rate for all hours worked in excess of forty (40) hours in any given week subject to the following exceptions:

1. The first ten (10) minutes of overtime in each day's work shall not be counted in computing overtime hours.

2. Prior to the institution of "straight shifts" as provided hereafter in Article XXXI, it was possible that a Police Officer could work an additional eight (8) hours approximately of work approximately every three (3) weeks as a result of the shift schedule.

In that situation, it is agreed that the Police Officer shall be paid at one and a half (1 ½) times the Police Officer's regular straight time rate for those additional eight (8) hours of work.

3. All Police Officers are subject to call in case of emergency or illness or absence of other Police Officers. When instructed by Supervisors to work overtime, such overtime shall be mandatory. Overtime work must be authorized in advance by the Chief of Police or his designee.

C. When a Police Officer is required to work on his scheduled day off, he shall be paid one and one-half (1 & ½) times his regular straight time rate for all hours worked or guaranteed on such day.

D. If a Police Officer is called in for extra duty, such as a potential emergency situation, he is to be guaranteed to a minimum of four (4) hours pay at the guaranteed rate of one and one-half (1 & ½) times the Police Officer's regular straight time rate, subject to the requirements of section B. The four (4) hour minimum shall not be applicable when such call out is contiguous with the employee's normal work day.

E. If a Police Officer is scheduled for court, Municipal, County, Federal or Grand Jury, and he appears, or if the Police Officer is called in to work for any other reason on his day off, vacation day or holiday, he is guaranteed a minimum of four (4) hours' pay. The day off hours are to be computed at one and one-half (1 & ½) times the Police Officer's regular straight time rate. The Township shall make no requirement for the Police Officer to work the balance of that time.

F. 1. If a Police Officer is scheduled for court, Municipal, County, Federal or Grand Jury, and he appears, or if the Police Officer is called in to work for any other reason on a regular workday outside his assigned shift, he is guaranteed a minimum of four (4) hours pay. The hours are to be computed at the regular straight time rate. The Township

shall make no requirement for the Police Officer to work the balance of that time.

2. If a Police Officer's shift is changed to solely accommodate a court appearance, the Police Officer shall receive court appearance compensation pursuant to Article VIII, Section F 1.

G. Off-duty hours are those hours when a Police Officer has completed his normal eight (8) hour shift and is required to work additional time.

H. Day off hours are those which fall on or are scheduled on a Police Officer's scheduled day off and are to be paid at the rate of one and one-half (1 & ½) times the Police Officer's regular straight time rate.

I. All overtime hours worked by a Police Officer shall be paid to the Police Officer as worked and not carried over.

J. Any time Police Officers are ordered by the Director of Public Safety and the Mayor to a neighboring city, municipality or borough to work, the Township shall reimburse these Police Officers at the rate of pay as provided by State Statutes and then the Township shall seek reimbursement from said city, municipality or borough.

K. The hourly rate shall be computed by dividing the annual base pay by 2,080.

L. Notwithstanding all other provisions contained herein, in the event that a Police Officer is assigned to the 12:00 a.m. to 8:00 a.m. shift and is directed to appear in the Pennsauken Municipal Court at a court session commencing at the conclusion of his shift, the Officer shall not be entitled to receipt of four (4) hours' guaranteed time. In that instance, the Officer shall remain and appear in court until such time as his appearance is no longer required and shall be paid at time and a half as with any other overtime assignment.

ARTICLE IX
NEGOTIATIONS

A. Those Police Officers who are members of the bargaining team in regard to negotiations shall be "temporarily reassigned" to the 8 a.m. to 4 p.m. shift on the days for which negotiations are to occur. In the event a negotiating session goes beyond 4:00 p.m., the Township shall have no obligation to pay the members of the bargaining team for that additional time.

ARTICLE X

SALARIES

A. All bargaining unit employees shall be subject to the salary schedules set forth below depending upon their date of hire. Advancement through to the eighth (8th) step within the salary guide for Patrolmen hired prior to January 5, 2010 and advancement through to the twelfth (12th) step within the salary guide for Patrolmen hired after January 4, 2010 shall occur on the anniversary date of the bargaining unit employee's commencement of employment with the Township of Pennsauken as a Police Officer. For all officers hired prior to January 5, 2010, progression beyond the eighth (8th) step shall be in accordance with the June 19, 2002 settlement agreement reached regarding the 2002 contract, and progression beyond the twelfth (12th) step for officers hired after January 4, 2010 shall be in accordance with the MOA reached regarding the 2010 contract.

Further, for the purpose of the salary schedule, the "Cadet" salary shall be applicable to any Officer hired by the Township until that Officer has completed training at the Police Academy or has been employed for a full year by the Township, whichever comes later. After completion of training at the Academy, the salary scale shall be applied with reference to the anniversary date of hire, so that, for example, in the event that an Officer does not complete Academy training until fifteen (15) months after the date of hire, he shall be paid the Cadet salary until the completion of Academy training, but shall be paid the 2nd Step salary upon the completion of Academy training and the 3rd Step salary commencing on the twenty-fourth (24th) month after his date of hire. The salary schedule for all is as follows:

BASE SALARY

Base Salary for Patrol Officers Hired Prior to January 5, 2010

Step #	2010 <i>(w/3.5% Inc.)</i>	2011 <i>(w/3.75% Inc)</i>	2012 <i>(w/3.75% Inc.)</i>	2013 <i>(w/4% Inc.)</i>
Cadet	\$43,042	\$44,656	\$46,331	\$48,184
2	\$45,623	\$47,334	\$49,109	\$51,073
3	\$49,068	\$50,908	\$52,817	\$54,930
4	\$53,372	\$55,373	\$57,449	\$59,747
5	\$60,294	\$62,555	\$64,901	\$67,497
6	\$65,613	\$68,073	\$70,626	\$73,451
7	\$70,993	\$73,593	\$76,353	\$79,407
8	\$82,933	\$86,043	\$89,270	\$92,841
9	\$83,738	\$86,878	\$90,136	\$93,741
10	\$84,543	\$87,713	\$91,002	\$94,642
11	\$85,349	\$88,550	\$91,871	\$95,546
12	\$92,197	\$95,654	\$99,241	\$103,211

Base Salary for Detectives

Step #	2010 <i>(w/3.5% Inc.)</i>	2011 <i>(w/3.75% Inc)</i>	2012 <i>(w/3.75% Inc.)</i>	2013 <i>(w/4% Inc.)</i>
1	\$86,978	\$90,240	\$93,624	\$97,369
2	\$89,588	\$92,948	\$96,434	\$100,291
3	\$90,456	\$93,848	\$97,367	\$101,262
4	\$91,326	\$94,751	\$98,304	\$102,236
5	\$92,197	\$95,654	\$99,241	\$103,211

**Base Salary for Police Officers
Hired after January 4, 2010**

Step #	2010 <i>(w/3.50% Inc)</i>	2011 <i>(w/3.75% Inc)</i>	2012 <i>(w/3.75% Inc.)</i>	2013 <i>(w/4% Inc.)</i>
Cadet	\$41,000	\$42,538	\$44,133	\$45,898
2	\$43,042	\$44,656	\$46,331	\$48,184
3	\$45,623	\$47,334	\$49,109	\$51,073
4	\$49,068	\$50,908	\$52,817	\$54,930
5	\$53,372	\$55,373	\$57,449	\$59,747
6	\$56,833	\$58,964	\$61,175	\$63,622
7	\$60,294	\$62,555	\$64,901	\$67,497
8	\$65,613	\$68,073	\$70,626	\$73,451
9	\$70,933	\$73,593	\$76,353	\$79,407
10	\$76,933	\$79,818	\$82,771	\$86,082
11	\$82,933	\$86,043	\$89,270	\$92,841
12	\$83,738	\$86,878	\$90,136	\$93,741
13	\$84,543	\$87,713	\$91,002	\$94,642
14	\$85,349	\$88,550	\$91,871	\$95,546
15	\$92,197	\$95,654	\$99,241	\$103,211

B. Each Police Officer shall receive his annual salary in equal weekly installments payable every Thursday after 3:00 p.m. throughout the year, and placed in the Police Officer's mailbox in the roll call room. When a payday shall fall on a holiday, the salary shall be paid on the preceding day. In the event paychecks are not available on Thursday due to circumstances beyond the control of the Township, the Township shall notify the highest ranking Superior Officer in attendance as soon as possible.

C. All Detectives shall receive an additional \$900.00 annually to compensate for their clothing. This benefit is to be known as "Clothing Allowance

D. All Police Officers who are assigned to the 4:00 p.m. to midnight shift shall be paid a shift differential equal to four percent (4.0%) of their base salaries.

E. All Police Officers who are assigned to the midnight to 8:00 a.m. shift shall be paid a shift differential equal to six and one-quarter percent (6.25%) of their base salaries.

F. No shift differential is to be paid for any hours worked on the 4:00 p.m. to midnight shift or the midnight to 8:00 a.m. shift which were not worked as regularly scheduled hours within the meaning of the contract as determined by the clear and unambiguous terms of the contract or as determined by the regular past practice in the application and interpretation of the term "regularly scheduled hours".

G. Shift differential payment is to be paid twice yearly, once on or before January 1st of each contract year and a second time on or before June 30th of each contract year.

H. Shift differential payments are to be made by means of a separate check from which no deduction for any purpose shall be made in excess of the pro-rated share of such deduction that would be normally made to a regular compensation check.

ARTICLE XI

HOLIDAYS

A. The following days shall be recognized as holidays:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Veteran's Day
9. Good Friday
10. Easter Sunday
11. Election Day
12. Lincoln's Birthday
13. Martin Luther King Day

B. Each Police Officer shall receive three (3) additional working days' leave of absence in addition to said holidays with pay, bringing a total of sixteen (16) holidays. The three (3) additional days shall be known as Personal Days. For the purposes of this Article one (1) day equals eight (8) hours.

C. Police Officers may take such holiday leave at a time convenient to the Township and with the approval of the members of the governing body in charge of the Police Department. These holidays will be able to be carried over to the following years, or the Police Officer may be paid for his unused holidays. Beginning with the calendar year 2010, the Police Officer would be paid on or before the second pay period of January of the following year, for his/her unused holiday days, which have accrued for the preceding year. The Officer's ability to sell back unused holidays shall be limited to the number of days which that Officer earned or would have earned in that calendar year.

D. All additional holidays declared by the Mayor for Township employees during the duration of this Agreement shall be declared for the Police Officers when given to Township employees. The use of such holidays shall be subject to availability of manpower. "Additional Holidays" shall not include the emergency closing of Township officers (i.e. snow days).

E. Holidays which arise while a Police Officer is out of work due to an injury in the line of duty may be carried over by the Police Officer for one year following the date of the holiday, any provision in this Agreement to the contrary notwithstanding.

ARTICLE XII

ANNUAL VACATION LEAVE

A. 1. Annual vacation leave of absence shall be granted to each Police Officer as follows:

Starting to the end of the first year	15 days
Start of 2 nd year to end of 4th year	17 days
Start of 5 th year to end of 9th year	20 days
Start of 10 th year to end of 14th year	23 days
Start of 15 th year to end of 19th year	26 days
Start of 20 th and every year thereafter.....	29 days

For the purposes of this Article one (1) day equals eight (8) hours.

2. For all police officers presently employed by the Township of Pennsauken, with prior police experience in another city, municipality or borough, the Township will credit the time spent in police work with that city, municipality or borough to the police officer's service time with this Township for the purposes of receiving vacation pay.

3. For purposes of this Article, for all Police Officers hired after June 19, 2002, years of service shall include only full-time police service and attendance at a Police Academy for another jurisdiction in addition to years of service with the Police Department of the Township of Pennsauken, with the latter calculated from the first day that the Police

Officer physically reports to duty for the Township of Pennsauken and is sworn in as a Police Officer.

B. 1. Vacation can be carried over to the following year or be paid, beginning with calendar year 2010, on or before the second pay period of January of the following year, for unused vacation days, which have accrued for the preceding year. This decision will be left to the Police Officer.

2. An Officer may sell back vacation equal to the number of days he has earned or would have earned in that calendar year up to twenty (20) earned vacation days or 160 hours per year.

C. If an employee terminates his employment with the Township, or his employment is terminated by the Township, he shall be entitled to receive vacation and/or vacation pay on a pro-rated basis.

ARTICLE XIII

SICK LEAVE WITH PAY

A. All permanent fulltime Police Officers covered by this Agreement shall be granted sick leave with pay in the amount of one (1) working day for every month of service during the remainder of the first calendar year of service and seventeen (17) working days or one hundred and thirty six (136) hours in every calendar year thereafter. For the purposes of this Article one (1) day equals eight (8) hours.

B. Any amount of sick leave not used in any calendar year shall accumulate to the Police Officer's credit from year to year to be used if and when needed for such purpose.

C. Sick leave is hereby defined as an absence from post duty of a Police Officer because of illness, accident, exposure to contagious disease, attendance upon a member of the Police Officer's immediate family seriously ill and requiring the care or attendance of such Police Officer, or absence caused by death in the immediate family of such Police Officer.

D. Immediate family, for the purposes of the use of sick leave shall mean mother, father, sister, brother, spouse or child.

E. Any Police Officer who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.

F. A Police Officer's supervisor, at his or her discretion and at any time, may require the Police Officer to submit acceptable medical evidence of proof of illness or may

require the Police Officer to undergo a physical examination, whenever such a requirement appears reasonable to the supervisor.

G. In order to receive compensation while absent on sick leave, a Police Officer shall report his or her absence at least one (1) hour prior to the start of his or her shift, where possible, except where emergent circumstances prevent the Police Officer from doing so. In those circumstances the Police Officer shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least one (1) hour prior to the start of the shift, the Police Officer shall report his or her absence at some point in time prior to the start of the shift. Failure to notify may be cause of denial of the use of sick leave for that absence, and constitute cause for disciplinary action.

H. Absence without notification for five (5) consecutive days shall constitute a resignation as per Title 11.

I. Abuse of sick time shall be cause for disciplinary action and may cause justifiable cause for dismissal.

ARTICLE XIV

INJURY LEAVE

A. In the event a Police Officer becomes disabled by reason of a work related injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year, provided all conditions of this Article are met.

B. Any Police Officer who is injured, whether slight or severe, while working, must make an immediate report of the injury prior to the end of the shift thereof to the immediate supervisor. Failure to do so may result in the failure of the Police Officer to receive compensation under this Article.

C. The Police Officer shall be required to present evidence by a certificate of a duly authorized physician that he is unable to work, and the Township may reasonably require the Police Officer to receive compensation under this Article.

D. If the Township does not accept the certificate of the physician, the Township shall have the right, at its own cost, to require the Police Officer to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township physician certifies the Police Officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any Police Officer is granted said injury leave, the Township's sole obligation shall be to pay the Police Officer the difference between his regular pay and any compensation, disability or other payments received from other sources paid for by the Township. At the Township's option, the Police Officer shall either surrender and deliver

any compensation disability or other payments to the Township and receive his entire salary, or the Township shall only pay the difference.

G. If the Township can prove that a Police Officer has abused his privileges under this Article, the Police Officer will be subject to disciplinary action by the Township, up to and including termination.

H. Cardiac failure on or off the job shall be construed as occurring on the job for any purpose including compensation. All compensation checks realized by the Police Officer during such time as the Police Officer is receiving full salary from the Township shall be endorsed over to the Township. The Township's maximum liability under this section shall be one (1) year's salary. However, in no event shall a Police Officer be entitled to any Workers' Compensation from any source other than the Township's Workers' Compensation Insurance Company. Any decision by the Workers' Compensation Court or, if an appeal, the Appeals Court, shall be binding on both the Township and the Police Officer.

ARTICLE XV
FUNERAL LEAVE

A. In the event of the death of the Police Officer's spouse or child, the Police Officer shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave up to ten (10) working days.

B. In the event of the death of the Police Officer's mother or father, the Police Officer shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed five (5) working days.

C. In the event of the death of the Police Officer's grandchild, the Police Officer shall be granted time off without loss of pay from day of death or the day of the funeral, bereavement leave not to exceed three (3) working days.

D. In the event of the death of the Police Officer's brother, sister, grandparent, mother-in-law/or father-in-law, the Police Officer shall be granted time off without loss of pay from the day of death or the day of the funeral, bereavement leave not to exceed two (2) working days.

E. Reasonable verification of the event may be required by the Township.

ARTICLE XVI

MILITARY LEAVE

A. The Township will grant military leave for eligible Police Officers in accordance with the Township of Pennsauken's Personnel Policies and Procedures, Article 138.1, as periodically amended, and at a minimum, in accordance with applicable federal and state laws and regulations.

B. Earned and unused annual vacation leave of absence may be used by the Police Officer before military leave without pay becomes effective.

ARTICLE XVII

SPECIAL LEAVE WITH PAY

A. Subject to the approval of the members of the governing body, at the Head of the Department, Police Officers who may be appointed or elected to an executive position in a bona fide service organization may be granted leave of absence without loss of pay to attend regular organized local, state and national meetings of the Fraternal Order of Police at the sole discretion of the governing body or the head of the Department. The criterion to be used for refusing such leave is available manpower. Additional Police Officers may also be granted leave of absence without loss of pay to attend such meetings, at the sole discretion of the member of the governing body or the Head of the Department.

B. Police Officers notified for a scheduled Civil Service examination shall be granted leave of absence without loss of pay covering the period required for such examination, including travel time, unless the examination falls on his regular scheduled day off.

C. All special leaves of absence granted under this section shall be recorded and reported to the Chief of Police.

D. Emergency leaves of absence may be granted Police Officers by the Chief of Police, or in his absence and if unavailable, the next most senior Officer in the chain of command who is available. Such leaves of absence shall be granted only upon the submission of ample proof which substantiates the nature of the emergency.

E. Any Police Officer, regardless of their assigned shift, who is called for jury duty, shall be granted administrative leave with full pay throughout the period of their jury service

ARTICLE XVIII

LEAVE OF ABSENCE WITHOUT PAY

A. The member of the governing body at the Head of said Department may grant a leave of absence without pay to any Police Officer upon presentation of satisfactory reasons.

B. Such leave of absence may be extended by the Head of the Department for a period not to exceed an additional six (6) months.

ARTICLE XIX

EXCHANGE OF DAYS OFF OR HOURS OF DUTY

A. The Police Department may grant the request of any Police Officer to temporarily exchange hours, duty days or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all Police Officers who make this request. Such requests shall not be unreasonably or arbitrarily denied. Subject to the manpower requirements of the Police Department, any Police Officer may request permission to exchange hours of duty or days off with another Police Officer who is agreeable to make such change. The Township shall not be obligated to pay any overtime by virtue of such exchange.

B. 1. Subject to legitimate manpower needs as determined by the Chief of Police, three (3) patrolmen per shift may be permitted time off.

2. In the event that a request for a specified day or period of time off is granted to any Police Officer, no other employee, even though senior to and/or holding superior rank to the requesting Police Officer, may "bump" said requesting Police Officer out of the days or period of time requested during the last thirty (30) day period immediately preceding the designated time off.

3. Notwithstanding anything to the contrary, when a holiday or vacation day request is made and it is indicated that there is sufficient manpower scheduled pursuant to then existing requirements of the Department for duty, then the requested day off shall be granted without further restrictions or additional requirements.

C. 1. In the event that a Police Officer is assigned to attend a school which

involves attendance on one of his regularly scheduled days off, said employee may change his hours of work or days off for the sole purpose of attending said school.

2. In the event that said Police Officer refuses to change his scheduled hours of work or days off, then the Police Department may, at its option, refuse to permit the Police Officer to attend said school.

D. It is understood and agreed that all exchanges of tours shall be done voluntarily by the Police Officers involved; shall be for the Police Officer's personal benefit and not the Township's, and; that the exchange of tours or hours of duty must be paid back within twelve (12) months. A record of all tour exchanges shall be maintained by the Township. The Township and the Lodge understand and agree that all time worked pursuant to an exchange of tour or hours shall not constitute "compensable hours" for the purposes of overtime pursuant to the Fair Labor Standards Act.

ARTICLE XX

SPECIAL ASSIGNMENTS

A. If a Police Officer is assigned to the Detective division or to special assignment, he shall be paid the rate for that position as called for in the pay scale. This rate is to start immediately upon being assigned to the respective position. This section is to include all Police Officers appointed to an acting capacity.

B. Notwithstanding the above, in the event a Police Officer is assigned temporarily to the Station Commander position, he shall not be entitled to receive the rate thereof until he has been so assigned for at least ten (10) days during the calendar year. Upon reaching the eleventh (11th) day, the Station Commander rate shall be paid retroactively for the first ten (10) days.

ARTICLE XXI

HOSPITALIZATION AND MEDICAL-SURGICAL INSURANCE

A. Each Police Officer and/or his/her family shall receive hospitalization and major medical surgical insurance under a PPO plan and/or P.O.S. insurance plan as an option with coverages in effect at the commencement of this agreement, or its equivalent, provided that any change must be made in accordance with the provisions of subparagraph G. herein. The following deductibles and annual maximum exposure amounts apply in the PPO Plan for supplemental and out-of-network services.

1. \$500/\$750 deductible.
2. \$10,000/\$20,000 annual maximum exposure based upon 20% co-insurance payment.
3. All in-network services continue to be paid at 100%.

B. The cost of said hospitalization and medical-surgical insurance shall be borne by the Township of Pennsauken, except effective January 1, 2010, all active, non-retired Police Officers only, shall be required to pay one percent (1 %) of base salary, per year, broken down in weekly installments, towards the cost of such coverage. These 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. Such contributions shall cease upon the Officer's retirement. These payments shall be inclusive of any such payments required in the future by State law or mandate.

C. The Township shall provide, in addition to those benefits described above, the following additional coverage for Police Officers and their families as is in effect

at the commencement of this agreement:

1. Dental.
2. Prescription.
3. Vision, Vision Service Plan.

The Township agrees to maintain in effect either the above coverages or their equivalent, except that the co-payment under the prescription coverage shall be \$7.00 for generic drugs and \$15.00 for non-generic drugs. Co-payments for Doctor's visits shall be \$10.00. Further, the prescription program shall exclude coverage for medications or drugs prescribed for (1) obesity, (2) smoking cessation and (3) fertility.

D. The cost of the said dental plan, eyeglass plan and prescription plan (after co-payment of \$7.00 generic drug/\$15.00 non-generic drug by the employee) shall be borne by the Township of Pennsauken.

E. Each Police Officer will have the right to choose his own medical facility for emergency treatment if he is injured while on duty. Thereafter, Workers' Compensation laws shall determine control of treatment.

F. If available, the Township agrees to pay up to a maximum of sixty-five dollars (\$65.00) per year per Police Officer for the purchase of a vicarious liability insurance plan. Any increase in the premiums above the sixty-five dollars (\$65.00) per year per Police Officer will be borne by the individual Police Officer or the Lodge. The Township agrees, upon presentation of the insurance premium or other proof, to allow Police Officers to pay their required portion of the premium through deduction.

G. The Township has the right to change insurance carriers or institute a

self-insurance program so long as the same or better benefits are provided after written notification to the Lodge. In addition, after notification to the Lodge, the Township reserves the right to institute programs of pre-certification and case management so long as the level and scope of benefits as set forth in this article are not effected.

H. It is recognized and understood that the Township and all of its employees currently participate in the New Jersey State Disability program and that such participation shall continue.

ARTICLE XXII

PHYSICAL EXAMINATIONS

A. The Township must supply each Police Officer a complete physical each year, said physical examination is to be made by a physician selected by the governing body and to be at the expense of the Township.

ARTICLE XXIII

EDUCATIONAL BENEFITS

A. The Township shall agree to establish uniform procedures for assisting Police Officers to attend college or other schools to increase their efficiency and effectiveness as Police Officers. Any credits obtained during the course of attendance at a Police Academy for which the Township of Pennsauken has paid shall not be recognized or paid as an educational benefit pursuant to this Article.

B. All college credits obtained after employment by the Township of Pennsauken by any Police Officer, shall be paid at the rate of twenty-five cents (\$.25) per credit per week for two (2) years from the date of obtaining such credit. Thereafter the payments shall cease.

C. In order for credits to be eligible for payment under this Article, they must have been earned from either courses relating to law enforcement or from courses required to be taken in degree programs dealing with law enforcement.

D. College credit payment request shall be submitted to the Chief of Police for approval. The Chief shall grant approval when proof of compliance with this Article is produced.

E. Police Officers may have the option of being docked for the hours taken to attend college or to take vacation, holiday or personal days, or any part thereof, in order to attend college, subject to availability of manpower.

ARTICLE XXIV

MILEAGE

A. In the event a Police Officer is required to use his personal vehicle in connection with Township business, he shall be reimbursed for mileage at the rate of twenty cents (\$.20) per mile.

B. The Township, in its sole discretion, may unilaterally increase the mileage reimbursement.

ARTICLE XXV
SEVERANCE PAY

A. Upon retirement or disability, the Police Officer shall receive severance pay of one percent (1%) of his base pay times the number of years of service with the Police Department of the Township of Pennsauken.

B. For purposes of this Article, for all Police Officers employed by the Township, years of service with the Police Department of the Township of Pennsauken shall be calculated from the first day that the Police Officer physically reports to duty for the Township of Pennsauken and is sworn in as a Police Officer.

ARTICLE XXVI

RETIREMENT

A. Police Officers shall retain all pension rights available to them under applicable laws of the State of New Jersey and the ordinances of the Township of Pennsauken. The employee and his family shall be covered by medical benefits equal to those of active Officers (under Article XXI Hospitalization and Medical-Surgical Insurance), which cost of such hospitalization and medical programs shall be paid for by the Township until the said Police Officer reaches the age of sixty-five (65) years. A Police Officer is eligible for retirement benefits under this Article so long as he or she is eligible to retirement and/or disability pursuant to the Police and Firemen's Retirement System. In addition, a Police Officer employed by the Township at the time of execution of this Contract is eligible for retirement benefits under this Article so long as the Officer has twenty-five (25) or more years of service as a Police Officer, either within the Township of Pennsauken or cumulatively, with police service in any other jurisdiction, which service qualifies for credit under the Police and Firemen's Retirement System. For all Police Officers hired after June 19, 2002, years of service shall include only full-time police service and attendance at a Police Academy for another jurisdiction and years of service with the Police Department of the Township of Pennsauken which shall be calculated from the first day that the Police Officer physically reports to duty for the Township of Pennsauken and is sworn in as a Police Officer.

B. Upon reaching the age of sixty-five (65) years, and until the death of the Police Officer, the Township agrees to provide a Police Officer and his family, who has no

medical benefits, coverages equal to those of active members under Article XXI, Section A, also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverages will be at the option of the Township.

C. Upon reaching the age of sixty-five (65) years and until the death of the Police Officer, the Township agrees to provide the Police Officer and his family who has some medical benefits, supplemental coverages to ensure the Officer's benefits equal to those of active Officers under Article XXI, Section A. Also to include Prescription Plan, Hospitalization and Medical-Surgical Insurance. Eyeglass and Dental coverages will be at the option of the Township.

D. Any changes to this Article (XXVI) must be approved by those effected by it, both active and retired.

E. Any Police Officer employed as of January 4, 2010 who retires based upon years of service or ordinary disability, shall be paid at his/her salary rate at time of retirement, for all accumulated holidays and vacation days up to one-hundred (100) days or eight hundred (800) hours due said Police Officer as of the day of retirement. Any Police officer hired after January 4, 2010, who retires based upon years of service or ordinary disability, shall be reimbursed at his salary rate at time of retirement, for all accumulated holidays and vacation days up to a maximum of sixty (60) days or four hundred and eighty (480) hours due the Police Officer as of the day of retirement. Any Police Officer who retires as a result of an accidental disability retirement based on permanent and total disability as a direct result of a traumatic event occurring during and as a result of the performance of regular and assigned duties, shall be paid at his salary rate for all

accumulated holiday and vacation days up to one-hundred (100) days or eight-hundred (800) hours due said Police Officer as of the day of such retirement. For the purposes of this Article one (1) day equals eight (8) hours.

ARTICLE XXVII

UNIFORMITY OF EQUIPMENT

A. Once a year, at a time to be determined, all damaged or worn uniforms shall be reported to a person within the Police Department designated by the Chief of Police. Such replacements as are necessary shall be ordered and obtained expeditiously. In addition, if during the course of the year, a portion of the uniform is damaged while carrying out official duties, the Police Officer involved shall report it, and an inspection will be made and the new item ordered and obtained if required.

B. All Police Officers will be uniformly equipped with the Township bearing all expense for said uniforms.

C. Uniforms lost or destroyed due to the negligence of the Police Officer shall be replaced at the Police Officer's expense.

ARTICLE XXVIII

HIRING

A. The Township shall have the discretion upon hiring a Police Officer with experience and/or college background in police affairs to place said Police Officer at a higher pay scale than the starting position called for under the salary scale. This clause is designed to enable the Township to be a competitive employer.

ARTICLE XXIX

SUSPENSIONS

A. The determination of whether or not a Police Officer will be suspended with or without pay in any given case rests with the discretion of the Chief of Police. However, the Township has the policy that whenever a Police Officer is potentially in danger of being suspended, an effort will be made to keep him working in some appropriate capacity so long as it is not inconsistent with manpower coverage considerations, morale of the Department, and good police administration as determined by the Chief of Police.

B. For any loss of time due to Departmental suspensions from duty, the Police Officer's loss of pay shall be spread over that period of time multiplied by two (2).

C. Should any Police Officer be suspended for a period of twenty (20) working days or greater, that Officer will lose one-twelfth (1/12) of the vacation; holidays and sick days the Officer would have received during that calendar year. Should the suspension exceed twenty (20) working days, the Officer would lose an additional one twelfth (1/12) accrued time for each twenty (20) working day period.

ARTICLE XXX

OUTSIDE EMPLOYMENT

A. Members of the Department shall be eligible to engage in any lawful work while off-duty and to engage in outside employment as a Township of Pennsauken Police Officer, for traffic detail, road and highway work, as long as outside employment as a Township of Pennsauken Police Officer is limited to traffic detail, road and highway work. Nothing herein is meant to limit any lawful secondary employment, as long as the bargaining unit member is not being employed in his/her capacity as a Township of Pennsauken Police Officer, but employed as a private individual. While engaging in such private employment, the officer shall not wear and/or use Township issued uniforms or equipment.

B. The Department will be responsible to organize and run all outside employment in connection with traffic detail, road and highway work in the Township. Officers shall be paid \$60.00 per hour for such work, with any increase in this rate to be negotiated by the parties. The Township shall be paid \$5.00 for administrative fees and \$20.00 per hour for use of each patrol car. This work shall be done on a voluntary basis, with selection based on seniority on a rotating basis, in accordance with recurring overtime provisions set forth in Article XXXI, Section G.

C. It is understood that the fulltime Police Officers will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the Police Officer's efficiency in his position with the Township and must not constitute any conflict of interest.

ARTICLE XXXI

HOURS OF WORK ASSIGNMENT AND SENIORITY

A. All Police Officers whose employment is subject to the terms and conditions of this Agreement shall be assigned to work by the Chief of Police in accordance with the provisions of this Article. All Patrol Officers (meaning all Officers other than investigative personnel) shall be assigned to work steady shifts. The schedule of shifts for patrol officers working steady shifts shall be the same schedule as those Officers worked prior to the term of this contract, meaning that the rotation of days off will remain the same. However, Officers will work steady shifts and not rotate shift assignments.

B. APPLICABILITY OF SENIORITY

All Police Officers whose employment is subject to this Agreement shall, not later than thirty (30) days prior to the implementation of the shift schedule as set forth above, provide to the Chief of Police a list of the Officer's preference for assignment. The Chief of Police will attempt to implement the steady shift schedule by January 1, 1994, however, the parties recognize that it may not be possible to implement the change in schedule precisely on that date and agree that the steady shift schedule shall be implemented by the Chief of Police as close as possible to January 1, 1994. Each Officer shall indicate the most desired shift first and least desired shift last in the submission of a shift preference. Insofar as possible, the Chief of Police shall assign Officers to work on the basis of seniority preference as defined below.

1. Seniority shall be determined by ranking police officers according to their length of service as a police officer with the Township of Pennsauken.

2. Ranking shall begin with the most senior officer, being the policeman with the most accumulated time in service of the Township and then descending in order to the next most senior police officer, and so on.

3. If more than one (1) police officer has the same amount of accumulated time, a determination shall be made by civil service test ranking achieved pursuant to the officer's original employment application.

4. If two (2) or more police officers within any specialized unit have the same employment date, then the time within these specialized units shall be considered for the purpose of seniority determination.

5. If all vacancies for a particular shift are filled, then the police officer's next alternate selection of shift shall be given.

All shift assignments shall be made by the Chief of Police giving as much regard as possible for the preference of senior officers. However, the parties recognize that the Chief of Police in making such assignments must be given discretion to assure adequate protection of the Township of Pennsauken and its residents. The Chief of Police shall not exercise this necessary discretion for any arbitrary or capricious reasons. Assignments in the scheduling of work shall be made in accordance with seniority except where the Chief of Police determines that a deviation from seniority is necessary to insure the maximum effectiveness of the Department.

C. ASSIGNED UNITS

The Chief of Police shall have the discretion to assign officers to all

specialized units. He shall further have the discretion to determine how many officers from any specialized unit shall work any particular shift. Within any particular unit, the seniority provisions as outlined above shall apply.

D. CHANGES IN SHIFT ASSIGNMENT

The Chief of Police shall have the discretion to change shift assignments if at any time he establishes that such changes are necessary for the effective operations of the Department. Changes shall not be made in any manner which are arbitrary or capricious. All shift assignments shall be reviewed in not less than an annual basis in an effort to accommodate the scheduling preference of senior officers. In addition, once annually, beginning twelve (12) months after the implementation of this shift schedule, any officer who desires to be transferred to another shift and is aware of a vacancy in that shift or another officer willing to be reciprocally transferred, shall have the right to make an application through the chain of command to the Chief of Police and such a transfer request shall not be unreasonably denied.

E. SHIFT HOLDOVERS

Whenever police officers are required to be held over at the conclusion of their shifts to insure proper manning of the next shift, a determination shall first be determined by seniority on a voluntary basis, meaning that senior officers shall be given the first opportunity to volunteer to continue to work. In the event that insufficient manpower results from voluntary senior preference, then mandatory assignment of personnel shall be made in reverse order beginning with the least senior officer.

A rotation list shall be maintained by the shift supervisor(s) to ensure each

officer an equitable opportunity to work overtime. If an officer happens to be off on the day the need arises for overtime for a shift holdover, the officer's position on the rotation list shall be such that they will be afforded the next available opportunity to work overtime relative to this section. If the opportunity to work overtime is refused for any reason, then such cases will be recognized as time worked and the officer will go to the bottom of the rotation. The same guidelines as described herein also applies to mandatory overtime assignment, however, in the reverse order. It is agreed that any breach of this provision will not be subject to the Grievance and Arbitration provisions of this Agreement unless it can be shown that the violation is intentional, otherwise, the sole remedy for any infraction will be an adjustment in the scheduling of the aggrieved officers at some other date.

F. SPECIAL EVENTS

Whenever the Department requires officers to work outside of their normal shift in order to cover special events (such as parades and other civic activities) a list will be posted at the roll call bulletin board at least two (2) weeks prior to the event for officers to bid to work such an event and shall be removed seven (7) days prior to the event. The assignment of officers to work these events shall be made from the signup list in accordance with seniority. The most senior officer volunteering to work shall be assigned first and the least senior officer last. If after the initial selections are made, it is determined that fewer officers are needed for the detail, reduction or elimination of officers shall be made in accordance with seniority beginning with the least senior officer. The procedure set forth within this subparagraph shall not apply in the event that the Chief of Police is given less than two (2) weeks notice of any special event or other occurrence requiring

advance assignment of additional police officers. In that event, the Chief of Police shall at his discretion determine the objective criteria to be used for assigning officers to such special duty.

G. RECURRING OVERTIME

In the cases of recurring volunteer overtime assignments, i.e., D.W.I. or seat belt enforcement, a rotation shall be established amongst all officers determined to be qualified for such assignments to ensure that this overtime is awarded equitably to all qualified personnel who volunteer for such extra duty. Notwithstanding the foregoing, nothing herein shall preclude the Chief from removing any officer from this list at any time who is not proficient in handling such assignments, as long as the Chief's determination is not arbitrary or capricious. Once an Officer is removed, the burden to establish proficiency in any grievance or arbitration proceeding shall be on the grieving officer.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any Police Officer or group of Police Officers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXIII

FULLY BARGAINED AGREEMENT

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 of contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2013, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement to renegotiate a relationship between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this day of , 2010.

FRATERNAL ORDER OF POLICE

GARDEN STATE LODGE #3

TOWNSHIP OF PENNSAUKEN

By: _____

By: _____