

AGREEMENT
BETWEEN
TOWNSHIP OF PENNSAUKEN

and

SUPERIOR OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE
GARDEN STATE LODGE NO. 3

JULY 1, 2013 THROUGH JUNE 30, 2018

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PREAMBLE

This Agreement entered into this *21ST* day of *May* 2014, 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 Superior Officers Association, Fraternal Order of Police, Garden State Lodge #3, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I – RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time employees of the Township of Pennsauken employed as Sergeants, Lieutenants and Captains of the Township of Pennsauken Police Department, but excluding all other Police Officers, managerial employees, professional employees, supervisors, and all other Township employees.

B. The titles "employees," "member," and "Police Officers" shall be used interchangeably, and 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 or under conditions

where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right with regards 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 express terms of this Agreement and then only to the extent such specific and express terms hereof 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.S. 40A:1-1 et seq. or any other national, state, county, or local laws or regulations.

ARTICLE III – RULES AND REGULATIONS

Notwithstanding anything to the contrary, proposed new rules or modifications of existing rules, orders, procedures or policies governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV – NON-DISCRIMINATION

A. The Township and the Association 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 Association 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 Association 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 Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on 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 Association agrees that such action would constitute a material breach of this Agreement.

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

C. The Association 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 Association will publicly disavow each action and order all such members who participate in such activities 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 Association 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 Association or its members.

ARTICLE VI – GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of 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 Association 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 alleged violation of the 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. Discipline shall be arbitrable so long as it is 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 Association 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 Association may present the grievance, with the written acknowledgement of the Police Officer, in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. 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 Association wishes to appeal the decision of the Chief of Police, such 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. The Township Administrator shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the Association wishes to appeal the decision of the Township Administrator, such 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. 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 Association 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.
- 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 Association.
- 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 Association.
- 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 the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto.

E. Upon prior notice to and authorization of the Chief of Police, the designated Association Representatives 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 the 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 thereunder, 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 decisions 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 Association or other counsel.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration 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 canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

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 Association. 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 Association and verified by the Township Treasurer 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 Association 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 authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e 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 Association and transmit the fee to the majority representative.

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

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

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association 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 of each year, the Association 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 services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. 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 pending resolution of the appeal.

L. The Association 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 salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

A. The regular work week for all Police Officers shall be a maximum of forty (40) hours per week, consisting of five (5) shifts of no more than eight (8) hours and two-thousand eighty (2,080) hours annually. Except the Department may implement four (4) shifts of no more than ten (10) hours and two-thousand eighty (2,080) hours annually, if the Chief believes that such a schedule would be beneficial to the residents and the Police Department, after negotiation with the SOA regarding implementation.

1. All Police Officers will report fifteen (15) minutes prior to their assigned tour of duty, without compensation.

B. Overtime shall be paid at one and one-half (1 ½) times the Police Officer's regular base rate of pay for all hours worked in excess of forty (40) hours in any given week. Such overtime shall not be paid, however, when Police Officers trade shifts or work hours without the permission of their supervisor. Effective with the signing of the contract, overtime shall be computed in fifteen (15) minute increments.

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

D. 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.

E. If a Police Officer is called in for extra duty, such as a potential emergency situation, he is to be guaranteed a minimum of four (4) hours pay, reduced to a minimum of two

(2) hours pay effective upon the signing of the contract, at the guaranteed rate of one and one-half (1 ½) times the Police Officer's regular straight time rate. These minimum payments shall not be applicable when such call out is contiguous with the normal work day.

F. If a Police Officer is scheduled for court, municipal, county, federal or grand jury, and he appears, or if the Police Officer is called into work for any other reason on his day off, he is guaranteed a minimum of four (4) hours pay, reduced to a minimum of two (2) hours pay effective upon the signing of the contract. The day off hours are to be computed at one and one-half (1 ½) times the Police Officer's straight time rate. The Township shall make no requirement for the Police Officer to work the balance of that time.

G. If a Police Officer is scheduled for court, municipal, county, federal or grand jury, and he appears, or if the Police Officer is called into work for any other reason, he is to be guaranteed a minimum of four (4) hours pay, reduced to a minimum of two (2) hours pay effective upon the signing of the contract. These minimum payments 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.

H. 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.

I. 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.

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

K. 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

ARTICLE IX – NEGOTIATIONS

Those Police Officers who are members of the Bargaining Team in regard to negotiations shall be "temporarily reassigned" to the 8:00 a.m. to 4:00 p.m. shift on the days for which negotiations are to occur.

ARTICLE X – SALARIES

A. All bargaining unit members as of July 2, 2013 and the number one candidate on the Sergeant's list after the July 2, 2013 promotions will remain on the current step structure and advance through each step of the salary guide until retirement, including in the event of any promotions, and those officers shall have their salaries increased by 1% effective January 1, 2014; 1.5% effective July 1, 2014; 1.75% effective July 1, 2015; 2% effective July 1, 2016; and 2% effective July 1, 2017. Those Police Officers shall be paid as follows:

B. Effective July 1, 2013:

	Sergeants	Lieutenants	Captains
Step 1	\$108,476	\$118,687	\$125,237
Step 2	\$111,730	\$122,247	\$128,993
Step 3	\$112,815	\$123,433	\$130,245
Step 4	\$113,900	\$124,621	\$131,498
Step 5	\$114,984	\$125,807	\$132,751
Step 6	\$116,069	\$126,994	\$134,003

C. Effective January 1, 2014:

	Sergeants	Lieutenants	Captains
Step 1	\$109,561	\$119,874	\$126,489
Step 2	\$112,847	\$123,469	\$130,283
Step 3	\$113,943	\$124,667	\$131,547
Step 4	\$115,039	\$125,867	\$132,813
Step 5	\$116,134	\$127,065	\$134,079
Step 6	\$117,230	\$128,264	\$135,343

D. Effective July 1, 2014:

	Sergeants	Lieutenants	Captains
Step 1	\$111,204	\$121,672	\$128,387
Step 2	\$114,540	\$125,322	\$132,237
Step 3	\$115,652	\$126,537	\$133,521
Step 4	\$116,765	\$127,755	\$134,805
Step 5	\$117,876	\$128,971	\$136,090
Step 6	\$118,988	\$130,188	\$137,373

E. Effective July 1, 2015:

	Sergeants	Lieutenants	Captains
Step 1	\$113,150	\$123,801	\$130,633
Step 2	\$116,544	\$127,515	\$134,551
Step 3	\$117,676	\$128,752	\$135,857
Step 4	\$118,808	\$129,991	\$137,164
Step 5	\$119,939	\$131,228	\$138,471
Step 6	\$121,070	\$132,466	\$139,777

F. Effective July 1, 2016:

	Sergeants	Lieutenants	Captains
Step 1	\$115,413	\$126,277	\$133,246
Step 2	\$118,875	\$130,065	\$137,242
Step 3	\$120,030	\$131,327	\$138,574
Step 4	\$121,184	\$132,591	\$139,908
Step 5	\$122,337	\$133,853	\$141,241
Step 6	\$123,492	\$135,116	\$142,573

G. Effective July 1, 2017:

	Sergeants	Lieutenants	Captains
Step 1	\$117,722	\$128,803	\$135,911
Step 2	\$121,253	\$132,666	\$139,987
Step 3	\$122,430	\$133,953	\$141,346
Step 4	\$123,608	\$135,243	\$142,706
Step 5	\$124,784	\$136,530	\$144,065
Step 6	\$125,962	\$137,818	\$145,424

H. All members promoted into the bargaining unit after July 2, 2013 will be paid pursuant to the salary schedule set forth below:

	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015	Effective 7/1/2016	Effective 7/1/2017
Sergeants	\$107,500	\$107,500	\$108,575	\$109,661	\$110,758
Lieutenants	\$112,500	\$112,500	\$113,625	\$114,761	\$115,909
Captains	\$117,500	\$117,500	\$118,675	\$119,862	\$121,061

I. Each Police Officer shall receive his annual salary in equal 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 pay day shall fall on a holiday, the said salary shall be paid on the preceding day. In the event the checks will not be 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.

J. All Detectives will receive an additional \$900.00 annually to compensate for their clothing. This benefit is to be a clothing allowance.

K. All Police Officers who are assigned to the 4:00 p.m. to midnight shift shall be paid a shift differential equal to four (4.0%) percent of their base salary, reduced to 3.5% effective March 15, 2014, and reduced to 3% effective July 1, 2016.

L. 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 (6.25%) percent of their base salaries, reduced to 5.5% effective March 15, 2014, and 5% effective July 1, 2016.

M. 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 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 "scheduled hours."

N. 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.

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 normally be 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' Birthday

B. Each Police Officer shall receive three (3) additional working days leave of absence in addition to said holidays with pay, bringing to a total of sixteen (16) holidays. These three (3) additional days shall be known as Personal Days and shall be treated the same as vacation time.

C. Police officers may take such holiday leave with pay at a time convenient to the Township and with the approval of the member of the governing body in charge of the Police Department. These holidays will be able to be carried over to the following year. All holidays

on the books as of December 31, 2013 may also be sold back annually or at retirement. No holiday earned beginning January 1, 2014 may be sold back annually or at retirement.

1. All additional holidays declared by the Mayor for Township employees during the duration of this contract 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 offices (i.e. snow days).

D. 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. A minimum of fifteen (15) vacation days will be granted to each Police Officer annually. All current Police Officers, along with the number one candidate on the Sergeant's list after the July 2, 2013 promotions, will receive the following annual vacation days: 17 vacation days after the first year of service, and thereafter three (3) additional vacation days for each five years of service with the Township as a Police Officer, based on working days, not to exceed 29 vacation days per year. All other Police Officers promoted after the signing of the contract, will receive the following vacation days annually, based upon years of service with the Township as a Police Officer:

Year one (1) through year nine (9)	20 vacation days
Year ten (10) through retirement	23 vacation days

Vacation days may be sold back.

B. Vacation can be carried over to the following years.

ARTICLE XIII – SICK LEAVE WITH PAY

A. All permanent full-time Police Officers covered at the time of the signing of this contract, including the number one candidate on the Sergeant's list after the July 2, 2013 promotions, 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 in every calendar year thereafter. All other members promoted into this bargaining unit after the signing of the contract will be granted fifteen (15) sick days with pay annually.

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 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 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 absence at least one (1) hour prior to the start of his shift, where possible, except where emergent circumstances prevent the Police Officer from doing so. In those circumstances, the Police Officer shall report his 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 absence at some point in time prior to the start of the shift. Failure to so 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 leave shall be cause for disciplinary action, and may constitute justifiable cause for dismissal.

ARTICLE XIV – ANNUAL SELL BACK

A. A Police Officer may sell back annually any combination of unused holidays (only those accrued through December 31, 2013), vacation, or sick days (up to 9 in 2013 only), in accordance with the following schedule, which represents the years when the days are earned:

Year 1	40 days
Year 2	25 days
Year 3	25 days
Year 4	20 days
Year 5	15 days

B. Of those days to be sold back, a Police Officer may sell back up to nine (9) unused sick days in 2013 only. After December 31, 2013, sick days may not be sold back annually or at retirement. The provisions of the Annual Sell Back Article will expire on June 30, 2018, subject to the side letter agreement entered into by the parties.

C. The Police Officer will be paid on or before the first pay period of the following year, for his unused compensation days accrued as of December 1 of the preceding year.

ARTICLE XV – 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, reduced to nine (9) months upon the signing of the contract, provided all conditions of this Article are met.

B. Any Police Officer who is injured, whether slightly or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury 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 present such certificate from time to time.

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 payment, 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-the-job, or cardiac failure off-the-job which occurs four hours before or after the Police Officer's shift, shall be construed as occurring on-the-job for any purpose including compensation. Any Police Officer who suffers cardiac failure, regardless of when it occurs, shall be entitled to one year off with full pay. 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 Workmen's Compensation from any source other than the Township's Workmen's Compensation Insurance Company. Any decision by the Worker's Compensation court, or, if an appeal, the Appeals court shall be binding on both the Township and the Police Officer.

ARTICLE XVI – 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 XVII – MILITARY LEAVE

A. Police Officers who are members of the National Guard or Naval Militia of this State or of the military or naval forces of the United States who are required to undergo field training therein, shall be entitled to an additional leave of absence with pay for the period of such field training. Any Police Officer called into extended active service with the armed forces of the United States, shall be placed upon leave of absence without pay for the period of his service.

B. Any Police Officer entering extended active military service with the armed forces of the United States shall be granted one month's salary in the form of military leave with pay. Such Police Officer shall be granted military leave without pay for the balance of his active military service and to include New Jersey National Guard and/or New Jersey Naval Militia.

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

ARTICLE XVIII – SPECIAL LEAVE WITH PAY

A. Subject to the approval of the members of the Governing Body or 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 meeting, at the sole discretion of the member of the Governing Body or the Head of the Department.

B. Police Officers notified to appear 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 XIX – LEAVE OF ABSENCE WITHOUT PAY

- A. The member of the Governing Body or the Head of said Department may grant a leave of absence without pay to any Police Officer upon the presentation of satisfactory reasons.
- B. Such leave of absence may be extended by the Head of such Department for a period not to exceed an additional six (6) months.

ARTICLE XX – EXCHANGE OF DAYS OFF OR HOURS OF DUTY

The Police Department may grant the request of any Police Officer to exchange hours, duty 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 request shall not be unreasonably or arbitrarily denied. Subject to the manpower requirements of the Police Department, a Police Officer may request permission to exchange hours of duty or days off with another Police Officer who is agreeable to make such exchange. The Township shall not be obligated to pay any overtime by virtue of such exchange.

ARTICLE XXI – HOSPITALIZATION AND MEDICAL-SURGICAL INSURANCE

A. Each Police Officer and his/her family shall receive the following coverages:

1. The Township shall continue to provide each Police Officer and his/her family Horizon Direct Access health and prescription benefits as exist at the time of the signing of this contract, or a substantially similar plan, paid for by the Township, subject to the provisions of this Article.

B. Effective July 1, 2013, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. 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. These contributions shall cease upon the officer's retirement, at which time all officers with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall only make health benefit contributions during retirement, in accordance with any existing applicable requirements in P.L. 2011, Chapter 78.

C. Each Police Officer and his/her family shall receive a Dental Program, Eye Glass Program, and a Prescription Program, with co-payments of \$5.00 for generic drugs and \$20.00 for non-generic drugs, with the following exclusions: medications or drugs prescribed for the following conditions will no longer be covered (1) obesity, (2) smoking cessation and (3) fertility. The said program to be adopted by mutual agreement of both parties concerned. No deletions or changes in this health care program shall be made without the consent of both parties concerned. Co-payments for doctor's visits shall be \$15.00. Obstetrical care except for

complications of pregnancy for a dependent child shall be excluded from medical coverage, subject to the provisions currently provided by Horizon, the Township's existing health insurer.

D. The cost of the said dental plan and eye glass and co-pay prescription plan (after the above co-payments 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, Workmen's Compensation law shall determine control of treatment.

F. The Township shall provide the New Jersey State Temporary Disability Plan.

G. The Township has the right to change insurance carriers or institute a self-insurance program so long as substantially similar benefits are provided or participate in the State Health Benefits Program, so long as at least the same level of benefits are available to participants as existed at the time of the execution of this agreement, after written notification to the Association. In the event the Township withdraws from the State Health Benefits Program, it must provide the same or substantially similar benefits as were provided to bargaining unit members immediately prior to the Township's entry into that Program, or as were provided by the State Health Benefits Program at the time the Township entered into that Program. In addition, after notification to the Association, 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 affected.

H. Pursuant to P.L. 2011, Chapter 78, the Township shall establish, effective as of January 1, 2015, a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

I. Any Police Officer will have the option to participate in a low cost alternative health coverage plan, with the knowledge that said plan's coverage will be different from the plan being offered to all employees of the Township. Any such plan shall be completely voluntary and will not replace or alter the health care coverage provided under Article XXI, Section A of this Agreement.

ARTICLE XXII - PHYSICAL EXAMINATION

Intentionally omitted

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.

B. Those college credits which a Police Officer has obtained on or before December 31, 1976 and for which he has been receiving payment at the rate of twenty-five (\$.25) cents per credit per week shall be continued to be so paid so long as said Police Officer remains in the employment of the Township of Pennsauken as a Police Officer.

C. All college credits obtained by any Police Officer after December 31, 1976, shall be paid at the rate of twenty-five (\$.25) cents per credit per week for two (2) years from the date of obtaining said credit. Thereafter, the payments shall cease.

D. 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.

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

F. 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 then current IRS rate.

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 (1%) percent of his base pay times the number of years of service with the Police Department, of the Township of Pennsauken. All members of the bargaining unit as of July 1, 2013 will have their severance pay frozen as of June 30, 2013 (number of years, times salary, times one (1%) percent) (hereinafter referred to as "accrued severance"), with the Township paying that accrued severance on or about July 1, 2014. All new members promoted on July 2, 2013 shall be paid their accrued severance on or about July 1, 2014, based upon their years of service with the Township as of December 31, 2013, and their salary immediately prior to their promotion. Any Police Officer promoted to this bargaining unit after July 2, 2013 and through June 30, 2018, will be paid their accrued severance, based upon their length of service and salary in effect immediately prior to the time of promotion, with the payment made within thirty (30) days after their promotion. This provision will terminate as of June 30, 2018.

ARTICLE XXVI – RETIREMENT

A. Police Officers shall retain all pension rights available to them under applicable laws of the State of New Jersey and 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 by the Township, except any police officer with less than 20 years of creditable service in or more state or locally administered retirement systems as of June 28, 2011, who is subsequently eligible for retiree medical benefits under this Article, shall make health benefit contributions during retirement, in accordance with any existing applicable requirements of P.L. 2011, Chapter 78. A Police Officer is eligible for retirement benefits under this Article so long as he is eligible for full retirement pursuant to the Police and Fire Retirement System.

1. In addition thereto, upon retirement, based upon years of service or disability, any Police Officer who is a member of this bargaining unit shall be paid at his/her salary rate for all accumulated vacation days, and accumulated holidays earned as of December 31, 2013, based upon the following schedule:

Member as of June 30, 2013	80 days
Member as of July 2, 2013 and the top candidate on the Sergeant's Promotion List	50 days
Member promoted after July 2, 2013 (except as referenced above)	\$15,000 (maximum)

2. If a Police Officer suffers a disability which causes termination of

employment under Retirement Article XXVI, he or she would be eligible for medical benefits equal to those of active officers as provided for above.

B. Upon reaching 65 years of age, any officer who is eligible shall be required to sign up for Medicare Part B for the officer and spouse/domestic partner, the cost of which for the officer and spouse/domestic partner will be fully reimbursed by the Township, and until the death of the Police Officer, the Township agrees to provide, at its expense, the Police Officer and his family supplemental coverage to ensure that the Officer's benefits are equal to those of active officers under Article XXI, Section (A), Hospitalization and Medical-Surgical Insurance and Prescription Plan. All bargaining unit members retiring after January 1, 2014 shall receive, for themselves and their eligible dependents, lifetime eyeglass and dental coverage, equal to that of active employees, provided at the Township's expense.

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

D. Any Police Officer entitled to a payout of accumulated leave pursuant to Section A.1, may elect to place those monies, or a portion thereof, in an account to be maintained by the Township, to be utilized to pay employee premium sharing contributions required for retiree medical benefits, pursuant to P.L. 2011, Chapter 78. This election must be made by the Police Officer in writing, while the Police Officer is still employed with the Township, and in advance of the payout of any accumulated leave at retirement.

ARTICLE XXVII – UNIFORMITY OF EQUIPMENT

- A. The Township is to maintain the issuance of uniforms, said issue to be done in as early a part of the year as possible.
- B. All Police Officers are to be uniformly equipped.
- C. Uniforms lost or destroyed due to the negligence of the Police Officer shall be replaced at the Police Officer's expense.

ARTICLE XVIII – HIRING

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 suspension 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 (1/12th) 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 1/12 accrued time for each twenty 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 Office 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.

C. It is understood that the full-time 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.

D. Members of this bargaining unit are entitled to all available outside employment benefits while active employees of the Township.

ARTICLE XXXI – ALL COMMUNICATIONS FROM TOWNSHIP OFFICIALS

All communications directed to any staff officers shall be through the Department chain of command and shall be directed, in writing, and shall preclude any verbal request or directive.

ARTICLE XXXII – DEFINITION OF TOWNSHIP OFFICIALS

Those persons so designated, elected, appointed, assigned, and employed to direct, and/or oversee the operations or the business of the Township shall be considered Township officials.

ARTICLE XXXIII – 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 XXXIV – FULLY-BARGAINED AGREEMENT



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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV – DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 2013, and shall remain in effect to and including June 30, 2018, 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) nor no later than one-hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Pennsauken, New Jersey, on this 21ST day of May, 2014

SUPERIOR OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE

BY: 

Chris Sulzbach
STEVE WARWICK

TOWNSHIP OF PENNSAUKEN

BY: 
Edward Grochowski