

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**DEPTFORD TOWNSHIP**

**N.J.S.P.B.A. LOCAL #122  
RANK AND FILE OFFICERS**

**AND**

**DEPTFORD TOWNSHIP**

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**JANUARY 1, 2021 THROUGH DECEMBER 31, 2024**

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**WHEREAS**, the Township of Deptford, a Municipal Corporation with offices at 1011 Cooper Street, Deptford Township, Gloucester County, New Jersey (hereinafter referred to as the “Township”), and the employees of the Deptford Township Police Department, New Jersey State Policemen’s Benevolent Association, Deptford Local 122 (hereinafter referred to as the “PBA”), comprising the positions of Patrolman (hereinafter referred to as the “Department”), are desirous of entering into an Agreement establishing salaries, benefits and enumeration of other terms and conditions of employment to be effective January 1, 2021 through December 31, 2024.

**ARTICLE I**  
**RECOGNITION**

The Township agrees to recognize the PBA as the sole and exclusive majority representative of the employees in the following job classification:

(A) Patrolman & Detectives

**ARTICLE II**  
**CONTRACT PERIOD**

This agreement shall be effective as of January 1, 2021 for a period of four years, expiring December 31, 2024. It is further understood by and between the parties that negotiations as to the rate of compensation and all other terms and conditions herein for the next issuing contract shall be commenced no sooner than July 1<sup>st</sup> but no later than November 1<sup>st</sup> 2024.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

For the purpose of this Agreement, a grievance is defined as dispute between the employer (Township) and the PBA or any employee covered herein with respect to an alleged violation of any

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

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

**STEP 1:**

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

**STEP 2: CHIEF OF POLICE**

If this matter is not resolved to the satisfaction of the employee after this initial discussion with his/her supervisor, the Police Officer or the PBA, may present the grievance in writing within seven (7) working days thereafter to the Chief of Police or designated representative.

The written grievance shall contain the relevant facts, violations committed, and the requested remedy. The Chief of Police shall attempt to resolve the matter in a period not to exceed ten (10) working days after receipt of the grievance. The Chief of Police shall communicate his/her decision in writing to the employee and the PBA.

**STEP 3:      TOWNSHIP MANAGER**

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

**STEP 4:**

(A) In the event that the aggrieved employee is dissatisfied with the determination of the Township Manager and/or his/her designee, the PBA shall have the right to have the dispute arbitrated in accordance with the rules of the New Jersey Public Employment Relations Commission. The PBA shall request such arbitration no later than 15 (fifteen) business days after the decision of the Township Manager or his/her designee is received by the Union. A copy of the request for arbitration shall be served on the Township Manager at the time of filing by the PBA of its request for arbitration.

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

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

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

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

#### **B. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE**

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

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

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

determination within ten (10) business days of said conference.

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

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

#### ARTICLE IV HOURS OF WORK

1. The standard hours of employment for all employees covered by this agreement shall not exceed two thousand eighty (2,080) hours per year, or forty (40) hours per week, or the designated parameters for police officers pursuant to the Fair Labor Standards Act (FLSA), after which overtime will be triggered at a rate of 1 ½ times the individual's salary as discussed below. At the conclusion of a shift, in the event that overtime is applicable, the member shall submit an overtime slip for the Chiefs approval.

2. The Chief of Police may not modify the herein mentioned work schedule, except as listed in paragraph 3 below, but in no event shall the average total hours of work per week, calculated on a per annual basis, exceed those hours specified above.

3. Employees covered under this Agreement are to be given at least thirty (30) calendar days prior notice to a shift or duty status change unless the Chief of Police designates an emergency as defined by Title 40, regarding temporary change.

4. Employees covered under this Agreement are to be given at least thirty (30) calendar days prior notice to a shift or duty status change unless the Chief of Police designates an emergency as defined by City Ordinance 2-20.6 in effect at the signing of this agreement, regarding temporary change.



5. The existing schedule worked by the unit as of January 1, 2005 shall be the schedule applicable to this contract period, such that all unit employees shall work 2080 annually, inclusive of training days assigned by the Chief.

6. **Shift Differential Payment**

(A) Deptford Mall: Patrolman assigned to a permanent non-rotating work schedule 2:30 PM to 10:30 PM Monday through Saturday and 11:00 AM to 7:00 PM on Sunday shall receive a five percent (5%) pay differential.

6. (B) Acting Sergeants

Whenever a Patrolman takes over a shift and is designated as an Acting Sergeant or works in the capacity of an Acting Sergeant, said Patrolman shall receive the same rate of pay of as an entry level Sergeant's current base pay rate for the number of days worked in that capacity.

**ARTICLE IVA**  
**12-HOUR SHIFTS**

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

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

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

3. **Hours of Work:** For those working the Pitman schedule, the scheduled work day shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hour period. Roll call briefing will begin at 0620 or 1820. Roll call start times shall be set at the discretion of the Chief of Police and will not exceed 15 minutes prior to the start of each shift, subject to the provisions of Section 9 herein. Overtime shall not be included for the period of time required by each employee to report to roll call prior to his or her shift.

4. **Overtime:** For those working 12-hour shifts, overtime shall be paid at time and half the

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

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

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

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

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

- A. Vacation and sick leave for those working 12-hour shifts shall be converted from days to hours at the rate one day equivalent to eight hours.
- B. Personal days for those working 12-hour shifts shall be treated as three 12-hour days, or 36 hours.
- C. Bereavement time shall remain as days in accordance with the provisions of the parties' contract regardless of the number of hours scheduled to work.
- D. Discipline shall be pursuant to an eight-hour day.

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

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

## **ARTICLE V** **PAY FOR TIME IN COURT**

### **Court Time Payment**

(A) Each employee required to testify or appear in any court not during his/her regular working shift, relating to matters resulting out of the performances of his/her duties, shall be compensated for each court appearance for a minimum of two (2) hours of time calculated at time and a half. In the event that an employee is required to testify or appear for a time exceeding the initial two (2) hour period, he/she will be compensated at overtime rates, subject to procedures put in place by management to monitor the use of court time by the unit. Except as specified above, this provision shall have no affect on Article XXI, entitled Overtime.

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

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

**ARTICLE VI**  
**CLEANING AND MAINTENANCE**

1. Effective January 1, 2022, the Township shall pay each patrol officer covered by this Agreement a one-time \$1,000.00 payment rolled into the employee's base pay set forth in the salary guide in Article XIX, prior to implementation of annual percentage increase for the purposes of cleaning and maintenance of uniforms. No other cleaning and maintenance payments shall be made during the term of this Agreement.

2. A Patrolman leaving employment from the Township for any reason, including retirement for non-work connected disability and terminal leave shall be entitled to receive cleaning and maintenance reimbursement prorated to the last day the employee is on duty or in service. A patrolman on a work connected disability will be reviewed on a monthly basis for his/her ability to return to work. This provision shall expire December 31, 2021.

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

4. The Detective's cleaning and maintenance allowance shall be a one-time payment of one thousand dollars (\$1,000) to be rolled into base pay as of January 1, 2022. No other cleaning and maintenance payments shall be made during the term of this Agreement.

5. K-9 Unit Payment: Members of Department K-9 Unit shall receive a monthly additional maintenance allotment in the amount of one hundred \$100.00 dollars, in the form of a stipend. The Township will continue during the working life of the dog to provide food,

hospitalization and other veterinarian coverage for the dog for injuries or disabilities related to the dog's work.

At the time the K-9 dog is retired from active police service, during the dog's life, the employee maintaining that dog shall receive from the Township fifty percent (50%) of the food supply now being given by the Township and reimbursement for medical expenses not to exceed one thousand dollars (\$1,000.00) annually upon production of appropriately documented medical bills for services rendered.

#### ARTICLE VII CLOTHING ALLOTMENT

1. The Township agrees that it shall budget a maximum of one thousand dollars \$1,000.00 dollars per contract year, for the purpose of obtaining or replacing those articles of clothing or equipment that comprise the employee's uniform, including footwear as hereinafter defined, excluding the employee's service weapon. Detectives may use up to five hundred (\$500) dollars of this allotment, increased to one thousand (\$1,000) dollars upon the signing of this contract, for purposes of work-related clothes with a receipt.

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

3. All employee requests for uniform parts thereof or any other item required shall be submitted to the Chief of Police on a "clothing request form", the form to be prepared by the

Township. At the time of the clothing or item request is submitted, the employee shall turn in the item sought to be replaced, unless that item is required to be utilized pending replacement. In that event, the item shall be turned in or exchanged at the time the replacement is received. No replacement item shall be ordered unless the request form is duly signed by the employee and approved by the Chief of Police. The Chief of Police shall not unreasonably withhold any such approval.

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

5. Requirements for Replacement of Equipment and Uniforms:

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

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

**ARTICLE VIII**  
**VACATIONS**

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

(a) Employees having over six (6) months of service but less than one (1) year will receive five (5) days.

(b) Employees with over one (1) year but less than four (4) years will receive twelve (12) days.

(c) Employees having over four (4) years but less than six (6) years will receive fifteen (15) days.

(d) Employees at the start of their seventh (7<sup>th</sup>) year of service and thereafter shall receive twenty (20) days.

(e) Employees at the start of their thirteenth (13) year of service and thereafter shall receive twenty-five (25) days.

(f) Employees at the start of their twentieth (20<sup>th</sup>) year and thereafter shall receive thirty (30) days vacation.

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

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

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



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

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

**ARTICLE IX**  
**PENSION/ACCUMULATED SICK DAYS AND VACATION**

1. Association members shall retain all pension rights now or hereafter accrued under New Jersey State Laws, Rules & Regulations including the New Jersey Administrative Code and P.F.R.S.

2. During 2015, any unit member may sell-back any sick time hours which are accrued but unused as of January 1, 2015 and are in excess of 1,400 hours (hereinafter referred to as "the maximum hourly cap"). These hours shall be bought back by the Township in one lump sum at 60% of the value of the accrued time, based upon the employee's January 1, 2015 wage rate, if the value of the accrued but unused sick time is less than \$7,500. The value of this accrued time shall be determined by multiplying the hours in excess of the maximum hourly cap by the employee's hourly wage rate in effect as of January 1, 2015. This program constitutes a one-time offer by the Township. Any employee who wishes to participate in this program must indicate his/her desire to do so in writing, through written correspondence to the Township

Manager by no later than the end of business on November 1, 2015. Payment shall be made in the first payroll in December of 2015 if to be made in one lump sum. In the event the value of the accrued but unused sick time is in excess of \$7,500, payments shall be made in three equal installments in December of 2015, 2016 and 2017, with the compensation based upon 65% of the accrued value of the sick time.

A. Once an employee elects to participate in this program, the number of hours that the employee elects to sell back will be immediately subtracted from the available bank of hours that the employee has to use. If an employee is eligible for this one-time sick sell back program but uses some or all of the hours in excess of the maximum hourly cap during the period from January 1 to October 31, 2015, those hours will not be available for sell back in December of 2015.

3. Effective June 8, 2015, employees covered under this Agreement upon leaving their employment with the Township for any reason, including retirement for a non-work related disability, shall be paid 100% of all accumulated vacation and other compensation and paid sick sell back at retirement, which shall be capped at a maximum of 1,400 hours of accrued but unused sick time as of time of separation. This accumulated sick leave shall be paid by the Township at 60% of the value of the accrued time, based upon the employee's then hourly wage rate, and paid in one lump sum, in the first payroll following separation, if the value of the accrued but unused sick time is less than \$15,000. The value of this accrued time shall be determined by multiplying the hours eligible to be sold back by the employee's hourly wage rate at time of retirement. In the event that the value of the accumulated but unused sick time is in excess of \$15,000, payment shall be made in three equal installments, with the compensation

based upon 65% of the accumulated value of the accrued time at the employee's hourly wage rate at time of retirement. The first payment shall be due with the first payroll following the date of separation, and the following two installments paid on or about July 1<sup>st</sup> of each year thereafter. Paragraphs two and three of this Article are inapplicable to those four employees working as of the Agreement in effect as of June 8, 2015, who have accrued in excess of 2,000 hours sick time.

A. The maximum hourly cap refers only to the maximum number of hours eligible for sell back at time of retirement. During their career, employees can choose to accumulate hours in excess of the maximum hourly cap, but those hours may only be used for sick leave and are otherwise forfeited if unused at time of separation. Nothing herein is meant to prevent an employee who uses sick time and as a result falls below the maximum hourly cap, from continuing to accumulate accrued but unused sick time in the future, for which the officer is eligible to be reimbursed at time of separation from employment, consistent with the terms of this Article.

Nothing herein is meant in any way to alter the existing terminal leave provisions.

4. If an employee elects to take his/her accumulated sick days as terminal leave he/she shall be compensated for 70% of their sick days not to exceed 261 days. The remainder shall be paid at 65% lump sum. During terminal leave the employee shall not accrue nor be entitled to any other benefits except medical and salary increases. Terminal leave shall be paid bi-weekly at the rate of 40 hours per week.

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

6. Any employee intending to retire or separate for reasons other than disability shall notify the Chief of Police, in writing, at least ninety (90) days prior to the date of retirement or separation.

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

8. Upon notice to the Chief of Police prior to November 15<sup>th</sup>, each officer shall be entitled to sell-back and receive payment annually, for up to a maximum of seven (7) days or fifty-six (56) of sick leave for that year. Reimbursement shall be at 75% of the value of the sick time and shall be at the officer's current hourly rate as of the time of the reimbursement. Payment shall be made during the last pay period of the year. No officer shall be eligible for this annual sell back reimbursement unless the officer has accumulated up to fifty (50) days, or four-hundred (400) hours of sick time at the time of the request. The aforesaid sick time buy back program noted in Paragraph 8 of this Article shall cease upon the expiration of this current contractual period. The parties agree to meet for purposes of negotiating a subsequent program during the successor contract negotiations.

9. During 2018 only, any employee may sell back sick time hours which were accrued but unused that are in excess of 1,200 hours. The hours shall be bought back by the Township in one lump sum at 60% of the 2017 value. This is an option and for those officers who elect this option, their sick time sell back shall be capped at 1,200 hours going forward. Any officer who wishes to volunteer to participate in this program must submit the necessary paperwork no later than May 30,

and will be paid on June 15, 2018. For all other officers, the maximum hourly cap shall remain unchanged. Any employee who participates in this program may also participate in the annual sell-back in 2018.

**ARTICLE X**  
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**ARTICLE XI**  
**PAYMENT FOR STAND-BY SUBPOENAS**

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

**ARTICLE XII**  
**BEREAVEMENT LEAVE**

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

two (2) days from accumulated sick leave.

2. Commencement of First Day of Leave: The first day of bereavement leave as set forth in Paragraph 1 of this Article shall commence no later than ten (10) days following the date of death and terminate on the third or fifth day thereafter (whichever is applicable) whether or not the time period of leave granted occurred during that period of time in which the employee is off from work.

**ARTICLE XIII**  
**TRAVEL EXPENSES**

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

**ARTICLE XIV**  
**SERVICE RECORDS**

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

**ARTICLE XV**  
**TRAINING TIME**

Employees will participate in training at a place designated by the Chief of Police. To the extent that training time is scheduled on an employee's day off, he or she shall be compensated to the same extent that the employees was called in to work that day. Any hours worked in excess of 2080 or 40 hours per week will be paid at time and a half.

Effective June 8, 2015, any employee who is sent for police training which lasts 5 days or longer, at the expense of the Township, who voluntarily leaves the Township (other than for reasons of retirement due to years of service or disability) within one year of the date of receipt of this training, shall be required to reimburse the Township for the cost of such training, including meals and lodging, according to the following schedule: an officer who leaves within six months, shall pay 100% of the cost of the training; 50% if leaving between six months and one year of receipt of the training, and nothing if leaving after one year.

Any employee required to work as a field training officer shall be entitled to two (2) hours of compensatory time for every 12 hour day assigned to work as a field training officer

**ARTICLE XVI**  
**COLLEGE CREDITS**

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

(A) Notification to the Chief of Police of the place of instruction and the intended courses shall be given at or before the time the employee enrolls for said course(s).

(B) Submission of proof that the intended courses are part of the curriculum for a degree in police science or criminal justice.

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

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

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

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

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

5. In addition to other compensation, an employee shall be compensated ten dollars (\$10.00) per college credit up to 120 college credits. Employees hired after 10/7/02 shall be compensated only upon receiving a degree. Associate degree will be compensated at seven



hundred fifty dollars \$750.00 seven hundred fifty dollars. Bachelor degree shall be compensated at one thousand dollars (\$1,000.00) dollars. The following criteria must be met to receive payment:

(A) The credits are earned at a State accredited college or university.

(B) The credits are accepted by the college towards a Law and Justice Degree, whether or not the credits are in the major field or free electives.

(C) Presentation of an official transcript or report card establishing the amount of college credits accumulated.

(D) The rate of compensation per employee shall be ten dollars (\$10.00) college credit or payment by degree, subject to the above criteria.

(E) All parties agree that, regardless of past practices, employees shall be required to request prior written approval for college/masters degree compensation as set forth herein. Failure to comply with this "notice" provision may be grounds for the Township to deny such request. Request for prior written approval shall be given to the Chief of Police prior to or at the time the employee enrolls in any course.

6. On additional compensations; why made, when due, reimbursement of tuition aid:

The purpose of the additional compensation and reimbursement of tuition is to encourage each employee to further his education and training, thereby providing the Township with more effective and qualified police personnel on a long-term basis. In effect, the reimbursement of tuition and additional compensation for educational attainment is viewed as an incentive for continued service from each employee who seeks to qualify for this additional compensation or reimbursement of tuition, the following conditions of entitlement and the Township's right to

reimbursement of sums advanced or paid shall be determined and made as follows:

(A) "Additional Compensation" shall not be deemed earned unless the employee is employed for the full calendar year (January 1 through December 31). However, if an employee retires by reason of years of service or by reason of disability he/she shall be entitled to a pro rata distribution of "Additional Compensation" and shall be paid by the Township on December 15<sup>th</sup>, of such year. An employee who satisfactorily completes the required probationary period shall be compensated on a pro rata basis from his/her date of hire (to December 15<sup>th</sup>) in regard to "Additional Compensation."

(B) Any employee leaving the service of the Township (other than for reason of retirement due for years of service rendered or disability), who received from Township or had paid on his/her behalf by Township during that fiscal year, any tuition payments, shall be required to reimburse Township for such tuition payment(s).

#### **ARTICLE XVII** **HOLIDAYS**

All employees as of January 1, 2006 will have 104 hours of holiday pay built into their annual base pay for the 2006 calendar year and thereafter. Then, no employees will be paid for working any holidays in the future.

#### **ARTICLE XVIII** **PERSONAL DAYS**

Each calendar year covered by this agreement. In addition to the aforesaid holidays, each employee during any calendar year shall be entitled to three (3) personal days and his/her birthday as an additional personal day. An employee shall be required to give reasonable notice to the Chief of Police as to the "Personal Day" he wishes to take. Approval of such request shall

not be unduly or unreasonable withheld unless it can be demonstrated that the granting of such "Personal Day" will unduly interfere or hamper the operations of the Police Department. In the event that his Personal Day allotment is not used by the end of the calendar year in which it is provided, the employee shall forfeit the time.

**ARTICLE XIX**  
**COMPENSATION**

The rate of compensation to be paid to all patrol officers shall be in accordance with the Salary Guide below, with all officers moving up one step annually. As reflected in this Salary Guide, officers on steps 12 through 20 shall be paid a 2.25% annual salary increase effective January 1, 2021, and then a 2.5% annual salary increase, effective on January 1<sup>st</sup> of each subsequent year of the contract. Academy Step 1 through Step 11 shall be paid a 2% annual salary increase effective on January 1, 2021 and for each subsequent year of the contract.

Steps	2021	2022	2023	2024
Academy	43,200.35	45,084.35	45,986.04	46,905.76
Step 2 (Grad)	46,593.04	48,544.90	49,515.80	50,506.11
Step 3	49,985.74	52,005.46	53,045.57	54,106.48
Step 4	54,526.29	56,636.82	57,769.56	58,924.95
Step 5	58,934.01	61,132.69	62,355.34	63,602.45
Step 6	63,342.79	65,629.64	66,942.23	68,281.08
Step 7	66,403.02	68,751.08	70,126.10	71,528.62
Step 8	69,894.08	72,311.96	73,758.20	75,233.37
Step 9	73,898.47	76,396.44	77,924.37	79,482.86
Step 10	77,903.11	80,481.17	82,090.80	83,732.61
Step 11	80,981.13	83,620.75	85,293.16	86,999.03
Step 12	83,845.00	86,966.13	89,140.28	91,368.79
Step 13	88,957.50	92,206.44	94,511.60	96,874.39
Step 14	94,663.33	98,054.91	100,506.29	103,018.94
Step 15	95,591.54	99,006.33	101,481.49	104,018.52
Step 16	96,519.75	99,957.74	102,456.69	105,018.11
Step 17	97,447.97	100,909.17	103,431.90	106,017.70
Step 18	98,376.18	101,860.59	104,407.10	107,017.28
Step 19	99,304.39	102,812.00	105,382.30	108,016.86
Step 20	100,232.60	103,763.42	106,357.50	109,016.44

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

Unless otherwise stated in the salary guide, officers shall move up one step annually on their anniversary dates, except for Step 19, when an officer will not move up until having reached at least the 10<sup>th</sup> year of service, and Step 20, which may not be reached until the officer has reached at least the 15<sup>th</sup> year of service. "Year of Service" shall be defined as set forth in Article VIII. All negotiated increases shall be based upon this guide. Your anniversary "date of hire" is the date in which your step increase becomes effective.

**ARTICLE XX**  
**(INTENTIONALLY LEFT BLANK)**

**ARTICLE XXI**  
**OVERTIME**

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

B. Overtime shall not include that period of time required to each employee to report prior to his shift (e.g. ten minutes prior to the beginning of a shift). Overtime shall not include a period of time, which shall not exceed fifteen (15) minutes, needed to complete, review, or correct reports in the normal course of employment.

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

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

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

Notwithstanding any of the aforesaid provisions, any employee may request the Chief of Police to receive "compensatory leave" in lieu of overtime, which "compensatory leave" shall be calculated on an hour and one-half for hour worked basis. The grant of "compensatory leave" shall be at the sole discretion of the Chief of Police. If at the end of any calendar year an employee has accrued "compensatory leave", the Chief of Police may, at his discretion, either carry over the employee's "compensatory leave" to the following calendar year or compensate the employee for the accumulated "compensatory leave" at the overtime hourly rate. However, "compensatory leave" accrued during any calendar year may not be carried over for more than one (1) additional year.

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

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

Detectives shall receive a lump sum stipend of one thousand seven hundred and fifty (\$1,750.00) dollars. This lump sum payment shall be prorated to the extent that an employee has worked less than twelve (12) months as a Detective during a calendar year.

**ARTICLE XXIII**  
**MILITARY LEAVE**

1. Military Leave and National Guard Service shall be granted in accordance with Department of Personnel Regulations and State and Federal law as it exists at the time leave is being taken, unless otherwise defined in this Article.
2. Members of the Reserve components shall receive the same benefits as applied to National Guard in accordance with Paragraph 1.
3. Any employee, who is a member of the National Guard or any United States Military Component, required to attend a weekend drill (Saturday, Sunday, or both) shall notify the Chief of Police at least seventy-two (72) hours in advance of that drill. Any employee providing the appropriate notice required herein shall not be required to work on that particular day (should he/she be scheduled), but instead, shall be given the opportunity to make up the time on that employee's day(s) off pursuant to past practices of the Police Department. Accordingly if the employee makes the time up, he/she shall be paid in accordance with his/her regular rate of pay. If the time or day is not made up the employee shall not be paid for the time missed during his normally scheduled work week or work day as a result of his/her Guard or Reserve duty.
4. If more than fifteen percent (15%) of employees covered by this Agreement belong to Reserve and National Guard Units and if in the opinion of the Chief of Police appropriate numbers of employees are not regularly available to maintain adequate staffing due to Reserve and

National Guard duty, then the parties hereto may be required at the option of the Chief of Police to negotiate this Article for the purpose of obtaining appropriate patrol coverage.

**ARTICLE XXIV**  
**OTHER PROVISIONS**

(A) Medical and Prescription benefits provided through the State Health Benefits Plan and other benefits presently received shall be continued in full and effect during the course of this Agreement and shall be paid for by the Township, in accordance with presently existing policy and the terms set forth herein. When an employee retires after twenty-five (25) years of service in PFRS or on disability, the Township will continue to provide for his/her health insurance and prescription benefits, including spouses, domestic or civil union partners, and eligible family members, at no cost to the employee, including reimbursement by the Township of any required Medicare premium payments, subject to the terms set forth herein. Any modification or additions of hospitalization and other related benefits generally extended to other employees shall be extended to the employees of the Police Department. For employees hired after January 1, 2022, after obtaining twenty-five (25) years of service in the PFRS and twenty-five (25) years of service with the Township (*new hires twenty-five (25) years of service and employees transferring from another department subject to service credits equal to prior years of experience up to a maximum credit amount of five (5) years*), the employee shall be entitled to employer-sponsored health insurance and prescription benefits for the employee including reimbursement by the Township for any Medicare premium payments. For employees hired after January 1, 2022 retiring under accidental disability as a result of a work-related injury, regardless of years of service with the Township, shall be entitled to employer-sponsored health insurance and prescription benefits for the employee including reimbursement by the Township for any



Medicare premium payments. For employees hired after January 1, 2022 retiring under ordinary disability and having at least fifteen (15) years of service with the Township, shall be entitled to employer-sponsored health insurance and prescription benefits for the employee including reimbursement by the Township for any Medicare premium payments. In addition, for all employees hired after January 1, 2022, spouses, domestic or civil union partners and eligible family members shall also be entitled to benefits for a maximum period of six (6) years from the employee's effective date of retirement.

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

2. There shall be established an opt-out program for the employees who choose to withdraw from the insurance program offered by the Township. Proof of alternate coverage must be provided. The employee exercising this option shall receive the sum of \$3,000 for single coverage, \$4,000 for parent-child and employee and spouse/partner coverage, and \$5,000 for family coverage. No employee whose spouse or partner is receiving medical benefits through

the State Health Benefits Plan shall be eligible for this opt-out payment. Should the employee cease to have the alternate insurance coverage, the employee shall opt back into a unit plan, ceasing the opt-out payments, at which time that officer shall be responsible to contribute towards the cost of health insurance, pursuant to P.L. 2011, Chapter 78, at the same percentage rate as if the officer had been making those payments during the opt-out period.

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

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

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

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

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

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

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

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

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

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

(H) Township will allocate one thousand (\$1,000.00) dollars annually for purchase and replacement of equipment for gym.

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

(J) Employees covered under this Agreement shall receive an incentive of \$250 per year in connection with attendance at a fitness center provided the employee submits appropriate receipts. This payment shall be made in November/December of each year when employees are paid for sick sell back. This payment shall be pro rated annually based upon months of attendance.

**ARTICLE XXV**  
**FAIR PRACTICES**

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

**ARTICLE XXVI**  
**WORK CONTINUITY**

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

**ARTICLE XXVII**  
**MANAGEMENT RIGHTS**

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

**ARTICLE XXVIII**  
**FULLY-BARGAINED PROVISIONS**

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

**ARTICLE XXIX**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXX**  
**MINOR DISCIPLINE**

Deptford Township and the Association agree that any matters involving departmental charges that are of minor discipline, consisting of a suspension of five (5) days or less against an Association member, may be resolved through binding arbitration in accordance with the Rules of the New Jersey Public Employee Relations Commission and the arbitration provisions set forth in Article III, Step 4 of the parties' contract.

**ARTICLE XXXI**  
**EXTRA DUTY PAY**

A. Members of the Department shall be eligible to engage in any outside employment as a Township of Deptford Police Officer, for traffic detail, road and highway work and any other available work that is consistent with their employment as a Township of Deptford Police Officer,

and any Department SOP. Any and all road, traffic or highway work that requires extra duty assignments through the Deptford Township Police Department must be accompanied by a traffic safety plan. Such work may not be performed in Deptford Township by a third-party contractor absent the filing of a traffic safety plan with the Deptford Township Manager and/or Public Safety Director, and Chief of Police or designee, no less than five (5) business days prior to the third-party contractor commencing work. The plan shall outline the specific work to be performed. The plan should specifically request and delineate the need for police and non-police personnel. Upon review and approval by the Township Manager to ensure all noted components of the traffic safety plans are met, the Department shall then be responsible to organize and run all such outside employment. Effective with the signing of this contract, officers shall be paid \$70 per hour for such work, unless a different rate is negotiated by the Department, exclusive of any payment to the Township for administrative fees and use of patrol cars, with any increase in those rates to be negotiated by the parties. Payments shall be made by the Township to the eligible officer within 30 days of the work assignment. This work shall be done on a voluntary basis. It is understood that all 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 and his position with the Township and must not constitute any conflict of interest.

**ARTICLE XXXII**  
**CONTINUATION AND CONSTRUCTION OF THE AGREEMENT**

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

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

This 14 day of Sept., 2021.

ATTEST:

*Alexa K. Zawadzki*  
Clerk

TOWNSHIP OF DEPTFORD

*Paul Medany*  
Paul Medany, Mayor

*William Beach* 9/12/21  
New Jersey State PBA, Local 122  
Rank and File Deptford Unit

*PO MA [Signature]* #5258  
New Jersey State PBA, Local 122  
Rank and File Deptford Unit

**RESOLUTION OF THE TOWNSHIP OF DEPTFORD AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN DEPTFORD TOWNSHIP AND AFL-CIO LOCAL 676 POLICE RECORDS CLERKS & CLERICAL EMPLOYEES**

WHEREAS, the Township of Deptford ("TOWNSHIP") entered into a Collective Bargaining Agreement with Local 676 ("Clericals") establishing certain terms and conditions of employment of Clerical employees of Deptford Township effective January 1, 2020 through December 31, 2022; and

WHEREAS, the parties have entered into a Memorandum of Agreement modifying certain terms and conditions under Article 38 for the year 2021 only; and

WHEREAS, Clericals have executed the Memorandum of Agreement; and

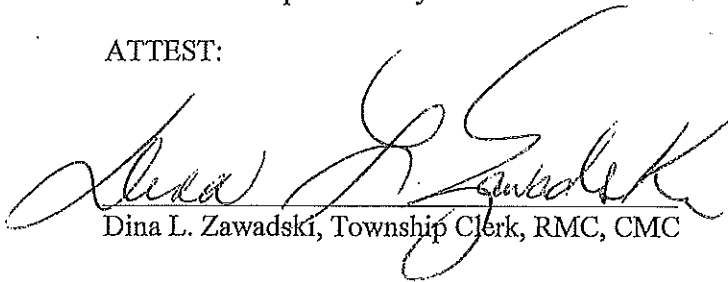
WHEREAS, the Township possesses the authority to execute the Memorandum of Agreement; and

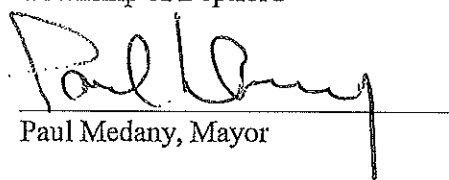
WHEREAS, the Township finds that it is in its best interest to enter into the Memorandum of Agreement modifying the presently existing Collective Bargaining Agreement with Clericals good through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Deptford as follows:

1. The Township accepts the Memorandum of Agreement.
2. The Mayor of Deptford is hereby authorized to execute the Memorandum of Agreement.
3. The Mayor of Deptford Township is authorized to execute any other documents or take any further steps necessary to finalize this matter.

ATTEST:

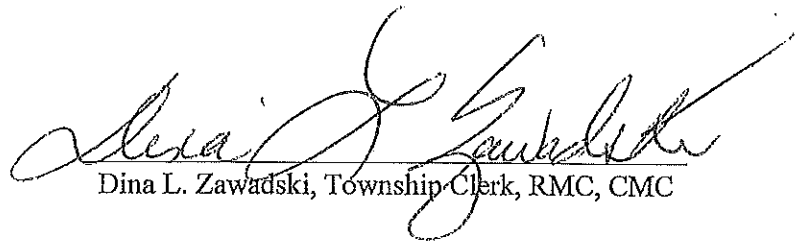
  
 Dina L. Zawadski, Township Clerk, RMC, CMC

Township of Deptford  
  
 Paul Medany, Mayor

**CERTIFICATION**

The foregoing Resolution was duly adopted at a Meeting of Township Council of the Township of Deptford held on the 13<sup>th</sup> day of September, 2021 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.

RECORD OF VOTE - Resolution R.172.21				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Hufnell	✓			
Barnshaw	✓			
Belling	✓			
Lamb	✓			
Love	✓			
Schocklin	✓			

  
 Dina L. Zawadski, Township Clerk, RMC, CMC