

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DEPTFORD TOWNSHIP**

**AND**

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

**JANUARY 1, 2008 THROUGH DECEMBER 31, 2010**

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**WHEREAS**, the Township of Deptford, a Municipal Corporation with offices at 1011 Cooper Street, Deptford Township, Gloucester County, New Jersey, (hereinafter referred to as the "Township"), and the employees of the Deptford Township Police Department, Superior Officers Association, PBA Local 122 (hereinafter referred to as the "SOA") comprising the positions of Superior Officers hereinafter referred to as "Department," are desirous of entering into an agreement establishing salaries, benefits and enumeration of other terms and conditions of employment to be effective January 1, 2008 through December 31, 2010.

## **ARTICLE I RECOGNITION**

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

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

## **ARTICLE II CONTRACT PERIOD**

This agreement shall be effective as of January 1, 2008 for a period of three years expiring December 31, 2010. 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> 2010.

## **ARTICLE III GRIEVANCE PROCEDURE**

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

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

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

**STEP 1:**

Any employee who believes he/she has a grievance shall discuss it first with the next ranking superior of his/her particular shift in an attempt to resolve the matter informally at that level, except that any grievance concerning salary or overtime shall be submitted in writing directly to the Chief of Police, a copy of the grievance to be filed with the Township Manager, at which time, Step 4 of this grievance procedure shall immediately apply

**STEP 2:**

If as a result of this discussion the matter is not resolved to the satisfaction of the employee, or if there is no higher ranking superior on his/her shift, he/she shall set forth his/her grievance in writing no later than seven (7) working days of the date of the occurrence of the events giving rise thereto or when they knew or should have known and present it to the Lieutenant of his/her respective shift, specifying:

- (A) The specific nature of the grievance and the contract clause violated, if applicable
- (B) The results of the previous discussion at Step 1
- (C) The date and time of the presentation.

(D) The relief or solution sought by the grievance

The Chief of Police shall communicate his decision in writing to the employee grievant no later than seven (7) business days of receipt of written grievance, a copy of same to be delivered to the immediate supervisor if applicable.

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

### **TOWNSHIP MANAGER**

#### **STEP 3:**

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

#### **STEP 4:**

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

request for arbitration. All costs of arbitration shall be equally borne by the majority representative and the Township in the event that the SOA decides not to request such arbitration on behalf of the aggrieved employee, the SOA will thereafter have no responsibility for such arbitration, and the employee shall be responsible for his/her portion of the arbitration costs

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

(C) Matters where a method of review is prescribed by law, or by any Rule or Regulation of the Merit System Board, pursuant to Title 4 of N.J.A.C. 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 of authority to make any decision which required commission of an act prohibited by law or which is violative of the terms of this agreement.

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

1. No response at any step in this procedure by the Township or its agents shall be deemed to be a negative response upon the expiration of the applicable time limits and the grievance may proceed to the next step in the procedures
2. "Group Grievances" shall be defined as those affecting substantially all the members of the SOA which shall be filed by the SOA and the SOA only at Step 3, except those matters relating to salary and overtime which shall be filed directly with the Chief of Police. The SOA through its designated representative; s), shall be entitled to pursue the grievance in the same manner and subject to the same limitations provided and applicable to any employee through the grievance procedure established herein
3. The Township reserves the right to file a written grievance on its behalf with the Executive Board of the SOA which shall conduct a conference with the representative(s) of the Township within ten (10) business days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference.
4. All officers are entitled to be represented at disciplinary hearings by an SOA representative and SOA attorney from the legal defense plan
5. Time frames listed above can be waived by mutual agreement and consent of both Parties.

## **ARTICLE IV HOURS OF WORK**

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

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

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

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

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

### **Court Time Payment**

(A) Each employee required to testify 01 appear in any court not during his/her regular working shift, relating to matters resulting out of the performance of his/her duties, shall be compensated for each court appearance at a minimum of two (2) hours of time calculated at time and a half In the event that an employee is required to testify 01 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. The Township shall pay each employee covered by this agreement one thousand seven hundred (\$1,700.00) dollars annually for 2008 for the purposes of cleaning and maintaining uniforms. Effective January 1, 2009, the cleaning and maintenance amount will be \$1,400.00 annually, paid in two equal installments, with the first payment of \$700.00 on January 5<sup>th</sup> and the second payment of \$700.00 on July 1<sup>st</sup> of each calendar year during the term of this agreement.

2. An employee covered under this agreement leaving employment from the Township for any reason, including retirement for non-work connected disability and terminal leave shall not be entitled to receive cleaning and maintenance reimbursement prorated to the last day the employee is on duty or in service. An employee on a work connected disability will be reviewed on a monthly basis for his/her ability to return to work.

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

4. The Detective's Superior cleaning and maintenance allowance shall be one thousand seven hundred (\$1,700.00) dollars per annum in 2008, and one thousand five hundred (\$1,500.00) dollars per annum, in 2009 and thereafter, paid in accordance with paragraph #1 above.

**ARTICLE VII  
CLOTHING ALLOTMENT**

1. The Township agrees that it shall budget a maximum of one thousand (\$1,000.00) 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.

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 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) employees covered under this agreement per shift shall be granted a vacation leave at my 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 my given work week.

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

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

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

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

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

3. Accumulated sick leave shall be paid *out* over three equal annual installments such compensation shall be based on 75% of accumulated sick leave and shall be paid on 01 about July 1 of each year.

4. If an employee elects to take his/her accumulated sick days as terminal leave he/she shall be compensated 01 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 01 separation based on his/her base annual compensation.

6. To be eligible to receive the percentage of accumulated sick leave, as hereinafter defined, any employee intending to retire or separate for reasons other than disability shall notify

the Chief of Police, in writing, at least ninety (90) days prior to the date of retirement or separation. Such notice provision shall not apply to any employee who, because of emergency or other circumstances not reasonable foreseeable, cannot tender the required notice, so long as that employee shall, upon determination that separation OI retirement is required, give immediate notice to the Chief of Police, together with reasons why the thirty (30) days notice has not been given.

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

## **ARTICLE X ADDITIONAL EMPLOYEE BENEFITS**

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

## **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 (\$2500) per stand-by subpoena. Number of stand-by subpoenas are unlimited. Said payment for the stand-by

subpoena will be included in the paycheck covering that period However, no payment shall be made to any employee required to "stand-by" in any court involving civil litigation unless it is job related.

## **ARTICLE XII BEREAVEMENT LEAVE**

1. If leave is requested because of a death of any employee's spouse, domestic partner, children or step-children, mother, or father or current step-parents, the first five (5) days of that leave shall not be deducted from any employee's accumulated sick leave; and likewise, if leave is required because of any death of any employee's brother, sister, or grandparents, the first three (3) days of that leave shall not be deducted from an employee's accumulated sick leave For all other relatives, two (2) days from accumulated sick leave.

2 Commencement of First Day of Leave: The first day of bereavement leave as set forth in Paragraph I of this Article, shall commence on the day following the date of death and terminate on the third (3'd) or fifth (5<sup>th</sup>) 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**

In connection with their official duties, employees shall be reimbursed at the rate of thirty five cents (\$.35) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses incurred in connection with said official duties Lodging expenses shall be borne by the Township should employee's travel, for official duties, require more than one hundred eighty (180) miles round trip. A thirty dollar (\$30.00) per day meal allowance

shall be paid to each employee required to pay for such meal while attending an accredited school or course of study or other prior-approved police activity, provided however, that payment shall only be made upon production of a receipt of that meal. The meal reimbursement shall be made to the employee in the next pay period following the period of entitlement.

#### **ARTICLE 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. The extent that training time is scheduled on an employee's day off; he or she shall be compensated to the same extent that the employees was called in to work that day Any hours worked in excess of 2080 annual hours or 40 hours per week will be paid at time and a half. Training time will not accumulate year to year.

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

**ARTICLE XVI  
COLLEGE CREDITS**

1. Employees of the Police Department enrolled in an accredited college or community college will receive the sum of four hundred dollars (\$400.00) which sum may be utilized towards payment of tuition and/or purchase of books for each semester Effective January 1, 2010, employees 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 courses).
- (B) Submission of proof that the intended courses are part of the curriculum for a degree in police science or criminal justice.
- (C) Submission of proof that the course schedule shall not interfere with the employee's regular work schedule.
- (D) Submission of proof that the employee received a grade of "C" or better in the submitted course(s).

2. Notwithstanding the aforesaid provisions for reimbursement of tuition payment, in the event that an employee seeking payment for approved college credits shall be reimbursed for such tuition or be compensated in any other manner from any other source, governmental or otherwise, the employee shall only be reimbursed to the extent that the other payments are less than the amount to be received from the Township, in which event the employee shall receive the difference between the amount received from the Township and the amount received from those

other sources. If the amount received from other sources exceeds the amount received from the Township, no payment shall be made by the Township to employee.

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

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

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

- (A) The credits are earned at a State accredited college or university.
- (B) The credits are accepted by the college towards a Law and Justice Degree, whether or not the credits are in the major field of 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 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 the Township during that fiscal year, any tuition payments, shall be required to reimburse the Township for such tuition payment(s).

### **ARTICLE XVII HOLIDAYS**

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

### **ARTICLE XVIII PERSONAL DAYS**

In addition to the aforesaid holidays, each employee during any calendar year shall be entitled to three (3) personal days and his/her birthday as an additional personal day. An employee shall be required to give reasonable notice to the Chief of Police as to the "Personal Day" he wishes to take. Approval of such request shall not be unduly or unreasonably withheld unless it can be demonstrated that the granting of such "Personal Day" will unduly interfere or hamper the operations of the Police Department. In the event that his Personal Day allotment is not used by the end of the calendar year in which it is provided, the employee shall forfeit the time. Employees shall be entitled to sell back one (1) personal day if it is not used by the end of the calendar year.

### **ARTICLE XXIX COMPENSATION**

Salary rates shall be increased annually 3.50% across-the board each year of the contract, retroactive to January 1, 2008. The rate of compensation to be paid to all employees covered under this agreement shall be in accordance with the salary guide below.

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

For the purpose of this agreement all salary payments other than longevity or entitlement shall be determined on a "calendar year" basis, i.e., January 1<sup>st</sup> through December 31<sup>st</sup>.

All employees hired after the execution of this agreement shall be paid at a starting salary as designated under the salary guide below:

<u>Increment</u>	<u>2007</u>	<u>Effective</u> <u>1/1/2008</u>	<u>Effective</u> <u>1/1/2009</u>	<u>Effective</u> <u>1/1/2010</u>
		3.50%	3.50%	3.50%
<u>Sergeants</u>	\$77,740.34	\$80,461.25	\$83,277.39	\$86,192.10
<u>Lieutenants</u>	\$84,328.64	\$87,280.14	\$90,334.95	\$93,496.67
<u>Captains</u>	\$90,916.92	\$94,099.01	\$97,392.47	\$100,801.21

In addition to the above wages, each employee shall receive a one-time payment, not to be added to the base salary, of two hundred (\$200.00) dollars, payable upon contract execution.

In the event that during any calendar year any employee shall be promoted to a higher rank, that employee shall be entitled, as of the date of his/her promotion, to be paid for the balance of the calendar year in accordance with the schedule of salary then in effect for that higher rank. Thereafter, the employee shall be paid during the ensuing calendar year at the same rate of pay for all others in his/her classification.

**ARTICLE XX  
LONGEVITY**

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

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

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

"Year of Service" shall be defined as an employee's anniversary date of employment.

**ARTICLE XXI  
OVERTIME**

A Employees covered by this agreement shall be compensated for overtime at the rate of one and one-half (1½ ) 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 SOP., may request any employee covered by this agreement to work overtime When requested by any authorized person of the Township, no employee shall refuse to work overtime when physically able or just cause exists as determined by the supervising officer.

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

C Lieutenants and Captains covered under this agreement will no longer receive overtime as outlined above However, these employees will be able to receive compensatory time, earned on an hour for hour basis. This applies only to hours worked in excess of eight (8) daily or

forty (40) weekly. This time is not cumulative and shall be used when possible as soon as possible, or within sixty (60) days of the time it was earned In the event that the compensatory time listed here is not used within the sixty (60) day period it will expire.

**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) hour s of compensatory time for every eight (8) hours on call status For example, a Detective "on call" from 12 midnight Saturday to 8 AM Monday, a total of 32 hours, would receive eight (8) hours of compensatory time.

In addition, Detectives shall receive a lump sum stipend of seven hundred (\$700.00) dollars for calendar year 2008. Effective January I, 2009, detectives shall receive a lump sum stipend increased to one thousand (\$1,000 00) dollars annually. This lump sum payment shall be prorated to the extent that an employee has worked less than twelve (12) months as a Detective during a calendar year.

**ARTICLE XXIII  
MILITARY LEAVE**

1. Military leave shall be granted in accordance with Department of Personnel Regulations and State statutes 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 OI 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) Hospitalization and other benefits presently accrued shall be continued in full affect during the course of this agreement and shall be paid for by the Township in accordance with presently existing policy When an employee retires after twenty-five (25) years of service in PFRS, the Township will continue to provide for his/her health insurance and prescription, including spouse and eligible family members, at no cost to the employee Any modifications or additions of hospitalization and other related benefits generally extended to other employees shall be extended to the employees of the Police Department.

1. Effective April 1, 2010, unit employees shall contribute the following amounts for health insurance premiums, applicable to all provider programs:

Single coverage	\$20.00 per month
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Parent/child coverage	\$30.00 per month
Family or employee/spouse coverage	\$40.00 per month

These contributions shall be made on a pre-tax basis pursuant to an IRS Section 125 salary reduction premium-only plan. No contribution shall be required for any employee who has opted-out of coverage.

2 Effective January 1, 2010, there shall be established an opt-out program for those employees who choose to withdraw from the health insurance program offered by the Township. Proof of alternate coverage must be provided. The employee exercising this option shall be paid the sum of two thousand (\$2,000.00) dollars per year, paid monthly, not to be added to the base salary. Should the employee cease to have alternate insurance coverage, the employee shall opt back into a unit health care plan, ceasing the opt-out payments. Reinstatement shall occur once the employee has provided adequate documentation of the involuntary termination of the alternate medical insurance coverage.

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

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

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

employee on any shift shall be granted time off for attendance at these conventions Notwithstanding the above, the Township will comply with any mandatory provisions of State law relating to attendance at these conventions.

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

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

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

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

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

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

**ARTICLE XXV  
FAIR PRACTICES**

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

**ARTICLE XXVI  
WORK CONTINUITY**

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

**ARTICLE XXVII  
MANAGEMENT RIGHTS**

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

**ARTICLE XXVIII  
FULLY-BARGAINED PROVISIONS**

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

**ARTICLE XXIX  
SEPARABILITY AND SAVINGS**

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

**ARTICLE XXIX  
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

\_\_\_\_\_, of \_\_\_\_\_, 2009.

TOWNSHIP OF DEPTFORD

\_\_\_\_\_  
Paul Medany, Mayor

\_\_\_\_\_  
William J. Bittner, III  
Superior Officers Association, PBA Local No. 122

\_\_\_\_\_  
Brian M. Toal  
Superior Officers Association, PBA Local No. 122

\_\_\_\_\_  
Michael P. Taylor  
Superior Officers Association, PBA Local No. 122

\_\_\_\_\_  
William Leash  
PBA Local No. 122

ATTEST:

\_\_\_\_\_  
, Clerk