

CONTRACT

By and Between

West Deptford Township

and

**FOP Superior Officers
Association**

**January 1, 2009 through
December 31, 2013**

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CONTRACT

This agreement entered into on this _____ day of _____, 2010, by and between the Township of West Deptford in the County of Gloucester; a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", and the FOP Superior Officers Association, an affiliate of FOP NJ Labor Council, hereinafter referred to as "FOP", is designed to promote a harmonious relationship between the Township of West Deptford and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered to the citizens of West Deptford Township.

ARTICLE I
RECOGNITION

SECTION 1

The Township does recognize the FOP as representation of the Superior Officers of the Police Department. The Township recognizes the following permanent, full-time job classifications:

Deputy Chief

Lieutenant

SECTION 2

FOP representation shall not extend to any rank and file (i.e. Detective, Patrolman, Corporal, Corporal-Detective, Sergeant, Sergeant-Detective) nor any person who is employed in a clerical or similar position in the aforesaid department or any person employed on an hourly or part-time basis and or temporary full-time basis for less than a twelve (12) month period.

SECTION 3

The Township, for the purpose of executing this agreement, retains the right to clarify and define what permanent, full-time positions constitute supervisory personnel as stated in Section 2, Article 1 of this agreement.

ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1

It is recognized that the management of the Division of Police in the Department of Public Safety, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the right, including but not limited to hire, suspend or discharge for cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement and to make

reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III

RULES AND REGULATIONS

SECTION 1

Proposed new rules or modifications of existing rules governing working conditions shall be announced and discussed with the FOP representative before they are fully implemented, so as to have input where said new rules or modifications of existing rules are beneficial in maximizing the efficiency of the Department of Public Safety and enhancing the quality of police services and protection to the citizens of the Township of West Deptford.

ARTICLE IV

NON-DISCRIMINATION

SECTION 1

There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by FOP. The FOP or any of its agents shall not intimidate or coerce employees into membership.

Neither the Township nor the FOP shall discriminate against any employee because of race, creed, color, age, sex or national origin.

SECTION 2

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in FOP. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

SECTION 1

The parties agree that there will be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the FOP shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

SECTION 2

It is understood that violations of the provisions of this article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

ARTICLE VI

SALARIES

SECTION 1

In the first year of this agreement (2009), a 3.2% salary increase effective September 15, 2009 will be paid to all

employees covered by this agreement. This increase will be calculated on the employee's 2008 base salary.

In the second year of this agreement (2010), a 3.2% salary increase effective January 1, 2010 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2009 base salary, after the 3.2% increase effective September 15, 2009.

In the third year of this agreement (2011), a 3.2% salary increase effective January 1, 2011 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2010 base salary.

In the fourth year of this agreement (2012), a 3.2% salary increase effective January 1, 2012 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2011 base salary.

In the fifth year of this agreement (2013), a 3.2% salary increase effective January 1, 2013 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2012 base salary.

Beginning in 2010, the Lieutenant and Deputy Chief's salaries will be 10% higher than the highest-ranking member of the rank and file (in this case the Detective Sergeant). The salaries outlined in Section 2 below reflect the calculation.

SECTION 2

The tables below set forth the base salaries determined by this Agreement:

2009 Base Salaries

01/01/2009 - 09/14/09

Deputy Chief \$98,961

Lieutenant \$89,623

09/15/09 - 12/31/09

Deputy Chief \$102,128

Lieutenant \$92,491 ✓

2010 BASE SALARIES

01/01/10 - 12/31/10

Deputy Chief \$105,396

Lieutenant \$98,266

2011 BASE SALARIES

01/01/11 - 12/31/11

Deputy Chief \$108,664

Lieutenant \$101,411

2012 BASE SALARIES
01/01/12 - 12/31/12

Deputy Chief \$112,141

Lieutenant \$104,656

2013 BASE SALARIES
01/01/13 - 12/31/13

Deputy Chief \$115,730

Lieutenant \$108,005

SECTION 3

The Township will retain a bi-weekly payroll schedule.

ARTICLE VII

LONGEVITY

SECTION 1

Employees covered by this Agreement shall receive, in addition to the base salaries as provided on the salary schedule, a longevity compensation based upon completed full years of service as of January 1st of each calendar year.

PERCENTAGE OF
BASE SALARY

- 2% at the end of the 5th year and start of the 6th year.
- 4% at the end of the 10th year and start of the 11th year.
- 6% at the end of the 15th year and start of the 16th year.
- 8% at the end of the 20th year and start of the 21st year.

SECTION 2

Longevity compensation shall be paid as part of the employee's regular wages and shall be calculated on the base salary or employee job classification and shall not be calculated on any excess of this salary.

ARTICLE VIII

SAFETY LENSES (EYE GLASSES)

SECTION 1

All employees covered by this agreement and who are required to wear eyeglasses as part of their physical requirements for the performance of their duties are required to have safety lenses fitted. The Township shall pay the cost of having regular lenses replaced with safety lenses as prescribed by prescription, including the safety type lenses with day/night advantage, and said safety lenses that adhere to U.S. Occupational Safety Health Act requirement.

SECTION 2

The Township only agrees to pay the cost of replacing the safety lenses as stated in Section 1 of Article IX for the required physical requirements and breakage occurring while member is on official duty, and this Agreement does not extend to costs associated with frame replacements, or regular optometric examinations.

ARTICLE IX

UNIFORM MAINTENANCE AND CLEANING ALLOWANCE

SECTION 1

Employees covered by this agreement shall receive two (2) pairs of safety shoes per year. The Township will determine the vendor to be utilized in ordering and supplying the safety shoes. The type of shoes to be selected will be of Corfam style or equivalent, and will conform to the Police Department uniform dress code.

SECTION 2

The Township will select a vendor who will provide cleaning services for all uniforms supplied by the Township. The Township will only pay for cleaning services provided by this vendor.

ARTICLE X

REPLACEMENT OF PERSONAL PROPERTY

SECTION 1

As agreed upon by the Township and the FOP, personal property lost, destroyed or damaged during the performance of duty by any member covered by this Agreement will be reimbursed up to but not to exceed the amount of \$50.00.

Personal property defined under this article is limited to wristwatches that may be damaged or destroyed during the performance of duty. Reimbursement up to \$50.00 maximum will include the watch and strap.

ARTICLE XI

Holidays and Compensation Time

SECTION 1

Holidays are the thirteen legal holidays recognized by the municipality. On recognized holidays observed by the municipality, the employees covered by this agreement are scheduled off duty. There is no additional monetary compensation if the employee is required or assigned a duty function on a holiday, however, the average work week may be adjusted with advance permission of the Police Chief.

SECTION 2

Compensation time may be authorized by the Police Chief should time be required outside and in addition to the normal Monday through Friday workweek.

ARTICLE XII

SAFETY EQUIPMENT

SECTION 1

The Township agrees to supply bulletproof vests as standard equipment in all of its operational police vehicles. Maintenance of this equipment will be according to departmental procedures.

ARTICLE XIII

SICK LEAVE

SECTION 1

All employees covered by this Agreement shall accumulate and use sick leave on the basis of 15 days sick leave per year. During the first year of employment sick leave shall accrue and be credited to each employee on the basis of one (1) day sick leave for each month of employment completed. Thereafter, sick leave shall accrue and be credited to each employee January 1st of each calendar year at the rate of 15 days per year or one and one-quarter (1¼) days per month of service completed. Prior credit for sick leave shall be given to January 1, 1966 up to a maximum of 200 working days. At the time of separation from Township service, the employee shall be entitled to a buy back of 35% of the unused portion of his sick bank at the current rate of pay but not to exceed \$33.25 per hour during the duration of this Agreement. The maximum buy back of accumulated sick leave at separation shall be 35% of 200 days. In NO event shall an employee be allowed to use accumulated sick leave as paid leave time for the purposes of computing retirement date, separation and resignation date.

SECTION 2

Annual Sick Leave Buyback: The Township has instituted a program of annual sick time buyback. In order to qualify for participation in this program, the employee must have and maintain a minimum of 720 hours in his/her sick leave bank. Only sick leave earned and not used in the prior calendar year

shall qualify for this buy back program. Unused sick leave shall be cashed out at the rate of 50%.

Unused sick time may be totally, or partially cashed in at the employee's discretion. The Township Treasurer shall forward to each employee, a listing detailing the amount of hours in the employee's sick bank, and the total number of hours eligible for the buyback program. Utilizing the same form, the employee will indicate how many hours he/she wishes to sell back to the Township from the total number that remains for that year.

Once submitted, the number of hours requested for buyback may not be increased, but the employee may elect not to cash any or all-sick time out by so notifying the Township Treasurer in writing. Payment shall occur on the first pay period in March.

SECTION 3

Employees shall only deplete accumulated sick leave bank on a verified long-term illness. Long-term illness is defined as doctor's certified sixth working day off. For the purpose of long-term illness the accrual of sick leave will be unlimited as of January 1, 1980. No prior credit will be given other than what is described in Section 1 of this Article.

SECTION 4

Accrued sick leave shall not be paid to any employee dismissed for just cause.

ARTICLE XIV

EDUCATION INCENTIVE PAY

SECTION 1

All employees covered by this Agreement shall receive education incentive with the following conditions: The employee will receive \$10.00 per credit, up to 120 credits, for courses taken at any locally approved college, junior college or community college where said employee is pursuing acquiring degrees or courses related to police science or related to his police position, or such courses that are a prerequisite of obtaining a degree in police science. Salary adjustments will occur once a year at the beginning of each contract. Prior to receiving the educational incentive pay, the employee must submit a copy of his transcript to the Chief for certification to the Administrator. The maximum number of educational credits for which educational incentive will be paid shall be 120.

SECTION 3

This educational incentive will remain with all employees covered by this Agreement throughout his career. However, if after one year, an employee covered by this Agreement who has not obtained either an Associates Degree or Bachelor Degree, does not continue to pursue his degree, shall forfeit his incentive bonus. In addition, a six-month grace prior may be granted by the Administrator upon proper demonstration of effort

by the employee to pursue credits. All employees hired after this Agreement is executed and have a degree pursuant to Section 1 of this Article XV or credits again pursuant to Section 1 of this Article are entitled to the same educational incentive pay. The Township is not obligated nor held accountable to pay educational incentive pay to any employee possessing or having credits other than what is stipulated in this Article; this applies to employees hired after the effective execution date of this Agreement which is retroactive to January 1, 1977.

SECTION 4

The Township will provide tuition reimbursement for courses directly related to the attainment of a Police Science Degree or courses required for the attainment of the same. The prior approval of the Township Administrator is required and the employee must achieve a grade of C or better to qualify for reimbursement. Reimbursement will apply only to the attainment of an Associate or Bachelor Degree and effective as of January 1, 2009 will be limited to \$433.00 per credit hour.

SECTION 5

Effective January 1, 2009, the Township will provide up to \$5,000 per annum of tuition reimbursement for courses directly related to the attainment of a law enforcement related Master's Degree or courses required for attainment of the same. The prior approval of the Township Administrator is required and the

employee must achieve a grade of c or better to qualify for reimbursement.

ARTICLE XV

MISCELLANEOUS

SECTION 1

The Township agrees to provide rides to work by the off-going patrolman picking up the on-coming shift within his zone.

ARTICLE XVI

SAVINGS CLAUSE

SECTION 1

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violation of the law.

ARTICLE XVII

EMBODIMENT OF AGREEMENT

SECTION 1

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by FOP. The

parties acknowledge they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the Township and the FOP or any individual employee covered by this Agreement is hereby suspended.

ARTICLE XVIII

RATIFICATION BY POLICE COMMITTEE AND EMPLOYEES

SECTION 1

The FOP hereby represents that this Agreement was ratified solely by employees of the Township of West Deptford, Division of Police employed pursuant to the terms of this Agreement and that no members of the FOP who are not covered by this Agreement took part in ratification proceedings. FOP further agrees that upon the adoption of any new Agreements, which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

ARTICLE XIX

PERSONAL DAYS/VACATION LEAVE

SECTION 1

Three (3) personal days will be granted each year and may not be carried over into the following year. Said personal days may be used as a pair coupled with an approved vacation schedule in order to provide for a full shift week vacation providing approval has been granted by the Chief of Police. Personal days not coupled with vacation time may be taken with approval of the Chief of Police.

SECTION 2

Effective January 1, 1981, vacation leave provided to all employees covered by this agreement as follows:

<u>YEARS OF SERVICE</u>	<u># OF VACATION DAYS</u>
0 to end of first year	5
Start of 2nd year through 5 th year	10
Start of 6 th year through 10 th year	15
Start of 11 th year through 15 th year	20
Start of 16 th year	21
Start of 17 th year	22
Start of 18 th year	23
Start of 19 th year	24
Start of 20 th year	25

SECTION 3

All vacation time must be totally depleted prior to the actual date of retirement.

ARTICLE XX

INSURANCE

SECTION 1

The Township agrees to provide the below listed health insurance options to employees and their families covered by this agreement:

Option A:

West Deptford Township self-funded health insurance as set forth in the "Plan Document and Summary Plan Description for West Deptford Township." Effective immediately, the annual \$100.00 eyeglasses reimbursement benefit will be provided to retirees.

Option B:

HMO/New Jersey

Employees are entitled to select only one of the above-listed health insurance options.

New employees hired after January 1, 2010 shall contribute to the cost of employee's healthcare in the following manner:

Employee Only: \$20 bi-weekly payroll deduction
Employee and child: \$30 bi-weekly payroll deduction
Employee and Spouse: \$30 bi-weekly payroll deduction
Family: \$40 bi-weekly payroll deduction

SECTION 2

The Township will provide a comprehensive dental insurance plan comprised of full family coverage as set forth in "Plan Document and Summary Plan Description for West Deptford Township."

SECTION 3

All employees covered by this agreement shall be provided a paid family prescription drug plan subject to the co-pay schedule listed below:

Preferred Generic: \$3.00

Preferred Brand: \$10.00

This section shall become effective October 1, 2006.

SECTION 4

Pursuant to ordinance, the Township will pay the full cost of insurance referenced in Section 1 of this article to those employees who have retired in good standing, upon completion of twenty (20) years of full time service. For those employees retiring with less than 20 years of full time service, pro-rated co-payment by the Township shall be a minimum of 50%, and increase at a rate of 2% per year of service with the Township. In order to qualify for the retirement benefits referenced in this section, the years of service need not be consecutive.

Those who elect to work after retirement will not receive duplicate medical coverage. In the event that subsequent employment provides coverage already provided by the Township, the Township will be relieved of paying any medical plan premium during the time of such coverage. If coverage ceases, proof shall be furnished to the Township before reinstatement into the Township sponsored medical plan (s) shall occur.

Those employees grandfathered by previous agreement shall continue such status.

SECTION 5

Each employee covered by this agreement is required to have an annual physical on or about his employment anniversary date. The Township will designate the physician to perform the physical and agrees to pay the cost. Retirees are excluded from the provision of Section 5 of this Article.

SECTION 6

The Township agrees to provide and otherwise extend medical benefits to the dependents of those employees covered under this Article who are killed or totally and permanently disabled in the line of duty as a direct result of a traumatic event that happened or otherwise occurred during and as a direct result of said employee's carrying out his regular duties.

Prior to the entitlement to such benefits taking effect, a Certification shall be required from a physician licensed to practice medicine in New Jersey certifying the death or total and permanent disability as the case may be. Said physician to be selected at the sole option of the employer. The covered employee agrees to submit to a medical examination(s) and otherwise cooperate with the Township and its physician.

Failure to submit to such examination and otherwise cooperate will result in benefits not being extended to said employee's dependents.

As used in this section, "dependents" is defined in accordance with the medical insurance carriers providing coverage provided. If said dependent is covered under another medical plan, which provides comparable benefits or would otherwise be entitled to be so covered, then the employer's obligation to extend and provide such medical coverage shall cease. The employer shall provide medical benefits, in whole or on a selective basis, if no comparable coverage is available to dependent.

SECTION 7

All medical benefits provided for by Article XXII, Sections 1, 2, and 3 shall be applicable to the surviving spouse and/or dependent child(ren) of employee(s) covered by this collective bargaining agreement. The employee must otherwise qualify for health insurance benefits and must predecease his/her surviving spouse and/or dependent child(ren). All terms and conditions as set forth in Article XXII, Section 4 that apply to the employee shall likewise apply to the surviving spouse and/or dependent children.

To qualify for said benefits, at the time of the employee(s) death, said surviving spouse must be legally married

to said employee(s) and said dependent child(ren) must be legally dependent in accordance with applicable law and/or regulation. Said benefits to said surviving spouse shall terminate upon the remarriage of said surviving spouse. Said benefits to dependent child(ren) shall terminate upon said child(ren) no longer being dependent as determined by applicable law and/or regulation.

ARTICLE XXI

PHYSICAL FITNESS INCENTIVE

Physical fitness incentive will provide for reimbursement for annual membership fees at the RiverWinds Community Center. The purpose of this incentive is to encourage members of the bargaining unit to maintain a desirable state of physical fitness. The Township shall reimburse the actual cost of the membership paid depending on the membership (single up to a family membership). This annual renewal of the benefit by the Township shall be based upon the employee's meeting the minimum performance standard based on attendance at the facility of an average of two times per week. Failure to maintain the minimum standard without good cause shall result in the loss of the benefit for that member for the next calendar year. Future participation shall be based upon the re-establishment of the performance standard during the uncompensated year. Should the

RiverWinds reimbursement not be possible (ie. a termination of operations at the community center) then the prior contract language of reimbursement from the 2006-8 contract would resume and be substituted for this section.

ARTICLE XXII

INJURED-ON-DUTY LEAVE

SECTION 1

If an officer is injured on duty, the Township will pay the officer his or her full pay out of his/her sick bank from the date of injury until approved for Workman's Compensation. Once approved, the sick time will be credited back to his or her sick bank. If an officer does not have enough accumulated sick time/time off he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

SECTION 2

If the Workman's Compensation carrier determines that the employee is injured in the line of duty, unable to work, and approves the employee for benefits, the Township will make up the difference between the Workman's Compensation benefits and regular gross pay (payroll deductions/benefits as usual), until the employee is either cleared to return to work by the carrier and the Township or one year elapses from the date of Workman's Compensation approval. In no event shall the supplement continue beyond (1) one year from the date of Workman's

Compensation approval. However, during this period the Township shall pay the supplement at the Township's expense and the employee's sick bank shall not be docked.

ARTICLE XXIII

BEREAVEMENT

The bereavement leave policy established by this contract is as follows:

5 days for employee's immediate family - spouse, child, parent, brother or sister.

3 days for employee's relatives - spouse of brother or sister, child of same and in-laws.

1 day for employee's Grandparent(s)

ARTICLE XXIV

RETENTION OF BENEFITS

The Township agrees that changes in terms and conditions of unemployment shall first be negotiated with the FOP.

ARTICLE XXV

RETIREMENT BOARD

A Retirement Board will be formed by the Township to include a FOP Local Officer as a member. The Board will meet approximately six (6) months prior to retirement.

ARTICLE XXVI

GRIEVANCE PROCEDURE

For purposes of this Article, a grievance is defined as any complaint or dispute with respect to wages, hours of work, or other term and conditions of employment, and may be raised by an individual employee, group of employees, or the FOP on behalf of any such individual or group. The term "grievance" shall not apply to: (a) any matter for which a method of review is prescribed by law, (b) which according to law is either beyond the scope of authority of the Township to remedy or limited to unilateral action by the Township, or (c) a complaint of any employee which arises by reason of him or her not being re-employed.

A grievance must be filed within fifteen (15) working days from the date on which the act that is the subject of the grievance was known, or should have been known, whichever is later or else the grievance is deemed waived. The grievance shall be submitted in writing, to the Chief of Police, or his designee. The written grievance shall specify: (a) the specific nature of the grievance and, if a contract violation is claimed, the contract clause violated; (b) the results of previous discussions; (c) the date and time grievance is submitted; and (d) the relief sought.

All employees covered under this Agreement shall have the right to present a grievance. Unless otherwise provided in the Agreement, the grievance shall be processed in the following manner:

Step 1 - The aggrieved party(ies) and the Chief of Police or his designee shall within five (5) working days of this filing, informally meet to try and resolve the grievance. The Chief of Police, or his designee shall answer the grievance, in writing, within ten (10) working days after this meeting. Failure to render a written decision within ten (10) working days, or if the matter is not amicably resolved in Step 1, shall permit the aggrieved party(ies) to automatically move to Step 2.

Step 2 - If the grievance is not amicably resolved in Step 1, the aggrieved party(ies) shall, in writing, file the grievance with all previous documents with the Township Committee within ten (10) working days following the conclusion of Step 1. The Township Committee and the aggrieved party(ies) shall meet to discuss the grievance within ten (10) working days of the filing of the grievance. This meeting shall not be held publicly unless all parties agree in writing. The Township Committee shall render a decision in writing within fifteen (15) working days after the meeting with the aggrieved party(ies). The decision of the Township Committee shall be final and binding upon the parties involved in the grievance, except for a

dispute involving the application, interpretation, or alleged violation of the terms of this Agreement which may be taken to Step 3. At the conclusion of this meeting, or if a written decision is not rendered by the Township Committee within fifteen (15) days, or if the meeting does not take place within fifteen (15) working days, the grievance is deemed to be denied and may be taken to Step 3.

Step 3 - If the grievance is not amicably resolved in Step 2, the aggrieved party(ies) may request arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission (PERC). The parties may jointly request that the arbitrator initially attempt to mediate the dispute. It is understood and agreed, however, that if the aggrieved party(ies) request the matter to be heard in arbitration, this shall constitute an election of remedies on that issue and waiver of right to have the same matter heard in any other forum, including the courts, since neither party should be entitled to two (2) hearings on the same matter, other than an appeal. The arbitration shall be limited to the issue of an alleged violation of a specific provision of this Agreement, a term and condition of employment, or past practice of the parties. The following procedure will be used to secure the services of an arbitrator:

- (1) The aggrieved party(ies) shall within thirty (30)

days of the decision of the Township Committee or, if no decision is rendered by the Township Committee, within thirty (30) days after the last day the Township Committee could have rendered a decision, request in writing that PERC issue a list of persons qualified to function as arbitrator in the dispute in question. The arbitrator shall be selected in accordance with PERC's Rules and Regulations.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) working days from the receipt of both of them, the aggrieved party(ies) shall request that PERC submit a second list of names. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) days of receipt by both parties, PERC may be requested by either party to designate an arbitrator.

(3) The arbitrator shall have no power to add to, modify, detract from, or alter the terms of this Agreement, or any amendment or supplement thereto. The arbitrator's decision shall be rendered within thirty (30) days from the close of the record of the case. Briefs, if any, shall be submitted within thirty (30) days from the close of the hearing unless

otherwise agreed to by the parties with the consent of the arbitrator.

(4) The decision of the arbitrator shall be final and binding. The cost of the arbitrator's services shall be borne equally by both parties. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

(5) The time limits set forth above may be extended by mutual consent of the parties in writing, and such mutual consent shall not be unreasonably withheld.

(6) The aggrieved party(ies) shall have the right to be represented by legal counsel, the FOP, or a fellow police officer of his or her choosing at any stage of this grievance procedure.

(7) A representative of FOP shall have the right to be present at all stages of the grievance procedure.

(8) For purposes of this provision, the term "working days" shall refer to Monday through Friday.

ARTICLE XXVII

DURATION

This Agreement shall be effective January 1, 2009 and shall remain in full force and effect until December 31, 2013. On or

before September 1, 2013, either party may service notice upon the other party of intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations may continue after December 31, 2013, the terms and conditions of this Agreement will continue in full force and effect until a new Agreement is executed.

Sam DeBenedictis

Sam DeBenedictis

2/18/2010

(Date)

Anna Docimo

ANNA DOCIMO, Mayor

Michelle Shirey

MICHELLE SHIREY, Acting Clerk

2/25/10

(Date)