

CONTRACT

By and Between

West Deptford Township

and

**PBA Superior Officers
Association**

**January 1, 2014 through
December 31, 2018**

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CONTRACT

This agreement entered into on this ____ day of August, 2014, 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 PBA Superior Officers Association, an affiliate of PBA Local #122, hereinafter referred to as "PBA #122", 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 PBA #122 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

PBA #122 Superior Officers Association 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 PBA #122 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 PBA #122. The PBA #122 or any of its agents shall not intimidate or coerce employees into membership.

Neither the Township nor the PBA #122 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 PBA #122. 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 PBA #122 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 (2014), a 0% salary increase effective January 1, 2014 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2013 base salary.

In the second year of this agreement (2015), a 2% salary increase effective January 1, 2015 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2014 base salary.

In the third year of this agreement (2016), a 2% salary increase effective January 1, 2016 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2015 base salary.

In the fourth year of this agreement (2017), a 2% salary increase effective January 1, 2017 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2016 base salary.

In the fifth year of this agreement (2018), a 2% salary increase effective January 1, 2018 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2017 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:

	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
Deputy Chief	\$115,730	\$118,045	\$120,406	\$122,814	\$125,270
Lieutenant	\$108,005	\$110,165	\$112,368	\$114,616	\$116,908

SECTION 3

The Township will retain a bi-weekly payroll schedule.

SECTION 4

Effective as of the signing of this agreement, employee longevity payments shall be frozen at their current amount based upon the current percentage rate, and that frozen amount shall be included as a part of base salary for all purposes, including pension, and not subject to the percentage increases reflected above in Section 1 of Article VI.

Section 5

Effective as of the signing of this agreement, all officers covered by this Agreement shall have whatever educational compensation that they have earned frozen, and that amount added to their base salary. All payments in this section shall be subject to the percentage increases reflected above in Section 1 of Article VI.

ARTICLE VII

LONGEVITY

SECTION 1

Employees covered by this Agreement shall receive no further longevity payments other than those payments set forth in Article VI Section 4 & 5.

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 PBA #122, 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, employee hired before January 1, 2014, 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 not exceed a maximum of \$15,000. 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. No new employees hired after January 1, 2014 shall be entitled to buy back any unused portions of his/her sick bank upon the time of separation from Township service.

SECTION 2

Annual Sick Leave Buyback: As of January 1st, 2014 no employee covered under this contract will be permitted to sell back sick leave on an annual basis.

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

Effective as of the execution of this contract agreement, no employees covered by this Agreement shall be entitled to receive education compensation pay at the rate of \$10 per credit, with a maximum incentive of \$1200, thus eliminating education incentive pay from this agreement, subject to the provisions of Article VI, Section 5.

SECTION 2

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 point average of 2.5 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, 2014 will be limited to \$433.00 per credit hour.

SECTION 3

Effective January 1, 2014, 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 point average of 2.5 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 PBA #122. 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 PBA #122 or any individual employee covered by this Agreement is hereby suspended.

ARTICLE XVIII

RATIFICATION BY POLICE COMMITTEE AND EMPLOYEES

SECTION 1

The PBA #122 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 PBA #122 who are not covered by this Agreement took part in ratification proceedings. PBA #122 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

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

Effective January 1, 2014, all active unit employees who have not withdrawn from the Township's health insurance program, shall contribute toward the cost of their healthcare in accordance with P.L. 2011 Chapter 78. These payments shall be pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall cease upon the officer's retirement.

Beginning January 1, 2018 the officers shall contribute towards healthcare premium at a rate to be calculated by adding 2% to the "year 2" contribution rate from the contribution schedules contained at Appendix A of P.L. 2011, Chapter 78. For example and by way of illustration, an employee covered by this agreement for calendar year 2018, whose base salary is 88,000 will contribute at the rate of 19.00% for single coverage, 15% for Family Coverage, or 17% for Member/Spouse Partner or Parent/Children Coverage.

Employees covered under this contract shall have available to them health insurance coverage options that are equal or greater than the current plan options selected by each employee as of January 1, 2014.

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 continue to be provided by the Township a paid family prescription drug plan with co-payments as they exist at the time of the signing of this agreement, or a plan which is equal to or better than the existing plan.

SECTION 4

A. *Retirees with 20 years of West Deptford service, retiring on disability, or age 65 with 15 years of West Deptford service*

The Township will pay the full cost of insurance referenced in Sections 1 through 3 of this Article, subject to the provisions of this section, and subject to the retiree contribution requirements of Chapter 78, P.L. 2011, to those employees who retire in accordance with the provisions of N.J.S.A. 40A:10-23, where the retiree has:

(1) Completed 20 years of full time service with West Deptford and 25 years or more of service credit in the state pension system; and/or

(2) Retired on a disability pension; and/or

(3) Retired through the pension system and reached the age of 65 or older with at least 15 years of service with the Township.

All such retirees, with less than 20 years of service in the state pension system prior to June 28, 2011 shall be required to make health care contributions during retirement in accordance with the terms of Chapter 78, P.L. 2011, using the retirees' retirement allowance as if it were base salary for the purpose of calculating the contribution required by Chapter 78, P.L. 2011. Upon expiration of the four year phase in required by Chapter 78, P.L. 2011, the retiree contribution shall continue to be required at the year two phase in contribution rate plus 2%, tracking the contribution level in section 1 of this agreement.

B. Retirees with Less Than 20 years of West Deptford Service

Employees who:

(a) retire with 25 years of more of service credit in a state or locally administered retirement system;

(b) had less than 20 years of creditable service in a state or locally administered retirement system as of June 28, 2011 and who

(c) subsequently retire in accordance with the provisions of N.J.S.A. 40A:10-23 and this section but with less than 20 years of service with West Deptford, shall be entitled to insurance referenced in section 1 through 3 of this Article, pro-rated by the Township with the Township paying 50% plus 2% per year of service the employee served with West Deptford and the employee paying the remainder, and all such retirees shall further be required to make health care contributions during retirement in accordance with the terms of Chapter 78, P.L. 2011, using the retirees' retirement allowance as if it were base salary for the purpose of calculating the contribution required by Chapter 78, P.L. 2011. Upon expiration of the four year phase in required by Chapter 78, P.L. 2011, the retiree contribution shall continue to be required at the year two phase in contribution rate plus 2%, tracking the contribution level in section 1 of this agreement. In order to qualify for the retirement health benefits referenced in this section, the years of service need not be consecutive.

C. Work Related Health Insurance After Retirement

Those who elect to work after retirement will not receive duplicate medical coverage. In the event that such 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. In the event the retiree deliberately declines otherwise available medical and prescription coverage for the retiree and spouse and/or family dependents (if the retiree receives retiree and spouse and/or dependent benefits from West Deptford) which is substantially similar to the medical and prescription coverage offered by the Township, the Township shall thereafter be relieved of the obligation to provide medical and prescription coverage to such retiree, and spouse and/or dependents as applicable. If alternate coverage through post retirement employment is obtained by the retiree, and thus relieving the Township from providing the retiree health benefits, but thereafter ceases, proof shall be furnished to the Township before reinstatement into the Township sponsored medical plan(s) shall occur.

D. Previously Grandfathered Employees

Those employees grandfathered by previous agreement shall continue such status.

SECTION 5

Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student Status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Section 6

Subject to the provisions and requirements of P.L. 2005 C. 375, employees who are enrolled through any Township health or prescription plan may elect to enroll their dependent until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents who are permanently disabled will remain covered during the life of the employee.

Section 7

Civil union partners and domestic partners of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits and shall be used interchangeably with the term "spouse."

Section 8

Effective January 1, 2014 and pursuant to P.L. 2011, C. 78, the Township shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

Section 9

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 9 of this Article.

SECTION 10

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.

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 11

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.

SECTION 12

Active Employees covered under this agreement, may request for a waiver of employer provided health benefits coverage. All those employees who choose to waive employer provided health benefits coverage shall be compensated \$2500 annually for the year in which the health insurance benefit is waived. This shall be effective January 1, 2015 for the duration of the contract.

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 PBA #122.

ARTICLE XXV

RETIREMENT BOARD

A Retirement Board will be formed by the Township to include a PBA #122 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 PBA #122 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 PBA #122, or a fellow police officer of his or her choosing at any stage of this grievance procedure.

(7) A representative of PBA #122 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, 2014 and shall remain in full force and effect until December 31, 2018. On or before September 1, 2018, 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, 2018, the terms and conditions of this Agreement will continue in full force and effect until a new Agreement is executed.

[Handwritten signature]

Steph P. Medini

Craig Wick

09/04/2014

(Date)

Raymond Chintall
RAYMOND CHINTALL, Mayor

Amy Leso
AMY LESO RMC, Clerk

9/4/14

(Date)

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/14 thru 12/31/14.

Employer: West Deptford Township
County: Gloucester
Date: 9/4/14
Name: Amy Less RMC
Print Name
Title: Township Clerk
Amy Less
Signature

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD
AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND
THE PBA SUPERIOR OFFICERS ASSOCIATION**

WHEREAS, the Township of West Deptford (“Township”) has negotiated a Collective Bargaining Agreement for salary and other compensation with the PBA Superior Officers Association, a copy of which Agreement is appended to this Resolution; and

WHEREAS, the Township Administrator and Solicitor have recommended that the Township Committee authorize this Agreement; and

WHEREAS, the Township Chief Financial Officer has certified that funds are available; and

WHEREAS, this Agreement is effective January 1, 2014, and shall remain in full force and effect until December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey, on this 4th day of September, 2014 that the Mayor and Township Clerk are herein authorized to execute said Agreement between the Township of West Deptford and PBA Superior Officers Association, in accordance with the above.

TOWNSHIP OF WEST DEPTFORD:

BY: 
RAYMOND CHINTALL, MAYOR

ATTEST:


AMY LESO, RMC, TOWNSHIP CLERK

CERTIFICATION

The undersigned, being appointed Township Clerk of the Township Of West Deptford, in the County of Gloucester and State of New Jersey, does hereby certify that above Resolution to be a true copy of a Resolution passed by the Governing body of said municipality on September 4, 2014.



AMY LESO, RMC
TOWNSHIP CLERK

DATED: 9/4/14