

**AGREEMENT**

Between

Borough of Somerdale  
Camden County, New Jersey

**AND**

Policemen's Benevolent Association,  
Local #30

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*January 1, 2012 through December 31, 2014*

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**Preamble**

This AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2012 by and between the BOROUGH OF SOMERDALE, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the “EMPLOYER” and the POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL # 30, an Incorporated Labor Organization of the State of New Jersey, hereinafter referred to as the “UNIT.”

**WITNESETH:**

WHEREAS, the UNIT has been recognized by the Governing Body of the Borough of Somerdale as the collective bargaining agent for all full time Police Department Employees of the Borough of Somerdale, except the Chief of Police, Deputy Chief and the Police Records Clerk, employed by the Borough (and not including all of the part-time Special Officers), and negotiations having been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968, as amended, and the parties hereto desiring to reduce their understanding to written form;

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, IT IS MUTUALLY AGREED as follows:

Article 1

DEFINITIONS

- A. **BASE SALARY:** Annual salary, as designated by a duly adopted salary ordinance, excluding overtime, and any other bonuses.
- B. **PREDOMINATLY:** Any hours in excess of 50% of the individual's annual working hours exclusive of overtime.
- C. **WORK DAY:** Ten (10) hours.
- D. **VACATION/SICK LEAVE:** Ten (10) hours.
- E. **WORK WEEK:** Forty (40) hours
- F. **WORK YEAR:** January 1 through December 31.
- G. **YEARS OF SERVICE:** Total of completed years employed on a full time basis.
- H. **LOCAL:** Located within the Borough of Somerdale.
- I. **PART-TIME EMPLOYMENT:** Part-time employment is defined as outside employment that does not require the use of law enforcement powers. An officer who owns or operates his own private business which is not involved with law enforcement, works on commission, and/or receives compensation in any form from any person, firm or corporation other than the Department for the performance of non-police service is deemed to be engaged in "part-time employment." Examples include photography, property management, retail sales, and other non-law enforcement type pursuits.
- J. **REGULAR OFF-DUTY EMPLOYMENT:** Regular off-duty employment involves the actual use of law enforcement powers for an employer other than the Department for a continuous period of thirty (30) days or more. Examples include working crowd control at events, and/or providing security at shopping centers, financial institutions, schools, etc.
- K. **TEMPORARY OFF-DUTY EMPLOYMENT:** Temporary off-duty employment involves the actual or potential use of law enforcement powers for an employer other than the Department for a period of less than thirty (30) days. Examples include providing security at exhibitions, festivals, parades, construction projects, special merchandise sales, and other similar events of relatively short duration.
- L. **SCHOOL RESOURCE OFFICER:** A member of the UNIT assigned by the Chief of Police to work in the High School and/or Elementary School as part of the Police Department's Community Policing philosophy.
- M. **TERMINATION:** defined as an involuntary separation of employment.

**ARTICLE II**

**RECOGNITION**

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**The EMPLOYER hereby recognizes the UNIT as the exclusive bargaining representative for the UNIT of employees defined above.**

**ARTICLE III**

**NON-DISCRIMINATION**

Pursuant to Chapter 303, Public Laws of 1968, the EMPLOYER hereby agrees that every officer shall have the right to freely organize, join and support the Police Association of his choice and its affiliates for the purpose of engaging in collective bargaining negotiations and other concerted activities which will aid in protection. As a body exercising governmental power under the laws of the State of New Jersey, the EMPLOYER undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of the State of New Jersey of the Constitution of the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the police organization of his choice and its affiliates, his participation in any activities of that organization of his choice and its affiliates, collective negotiations with the EMPLOYER, the institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV

**GRIEVANCE PROCEDURE**

**A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.**

**B. Nothing herein shall be construed as limiting the right of any Police Officer having a grievance to discuss the matter informally with any appropriate member of the department.**

**C. 1. The term "grievance" as used herein means an appeal by an individual Police Officer, or the UNIT on behalf of an individual Police Officer, or group of Police Officers, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.**

**2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein. Disciplinary matters shall be arbitrable to the extent permitted by law.**

**D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:**

**STEP ONE:** The aggrieved or the UNIT shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved Police Officer and the Chief of Police for the purpose of resolving the matter informally. Failure to act within the said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

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**STEP TWO:** If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief of Police, the Police Officer or the UNIT may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Agreement violated, and the remedy requested by the grievant. The Chief of Police will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

**STEP THREE:** If the UNIT wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Governing Body within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Governing Body shall respond in writing to the grievance within thirty (30) calendar days of the submission.

**STEP FOUR:** In the event the grievance has not been resolved in or at Step Three, the matter may be referred to binding arbitration as hereinafter provided. In the event that the EMPLOYER or the UNIT desires to submit a grievance to



arbitration, the following procedure shall be followed:

- a. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party or parties within ten (10) working days following receipt of the Governing Body's determination.
- b. The party demanding arbitration shall request the Public Employees Relations Commission ("P.E.R.C.") to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of P.E.R.C.
- c. The costs of the services of the arbitrator shall be borne equally by the EMPLOYER and the UNIT.
- d. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
- e. The decision of the arbitrator shall be final and binding upon the EMPLOYER and the UNIT.
- f. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- g. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, modify, detract from or Alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- E. Upon prior notice to and authorization of the Chief of Police, the designated

**UNIT Representatives shall be permitted as members of the Grievance Committee to confer with Police Officers and the EMPLOYER on specific grievances in accordance with the grievance procedure set forth herein during work hours of Police Officers, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the EMPLOYER or require the recall of off-duty Police Officers.**

**F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.**

**G. Police Officers covered by this Agreement shall have the right to process their own grievance without representation.**

**H. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until the expiration of at least thirty (30) calendar days after the decision rendered by the Governing Body on the grievance. In the event the**

**grievant pursues his remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the UNIT.**

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ARTICLE V

**SALARIES**

A. Effective January 1, 2012, the annual salaries for all UNIT employees shall be as follows:

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<u>RANK</u>	<u>SALARY</u>
Ptl.- Pre-graduation from Police Academy	\$ 35,000.00
Ptl.- Post-graduation from Police Academy	\$ 40,500.00
Ptl.- 2 <sup>nd</sup> year of service	\$ 44,500.00
Ptl.- 3 <sup>rd</sup> year of service	\$ 48,500.00
Ptl.- 4 <sup>th</sup> year of service	\$ 52,835.00
Ptl.- 5 <sup>th</sup> year of service	\$ 59,072.00
Ptl.-6 <sup>th</sup> year of service	\$ 64,191.00
Ptl.-7 <sup>th</sup> year of service	\$ 68,500.00
Ptl.-8 <sup>th</sup> year of service	\$ 79,238.00

**SALARIES**

B. Effective January 1, 2013, the annual salaries for all UNIT employees shall be:

<b><u>RANK</u></b>	<b><u>SALARY</u></b>
Ptl.- Pre-graduation from Police Academy	\$ 35,000.00
Ptl.- Post-graduation from Police Academy	\$ 40,500.00
Ptl.- 2 <sup>nd</sup> year of service	\$ 44,500.00
Ptl.- 3 <sup>rd</sup> year of service	\$ 48,500.00
Ptl.- 4 <sup>th</sup> year of service	\$ 52,835.00
Ptl.- 5 <sup>th</sup> year of service	\$ 59,072.00
Ptl.-6 <sup>th</sup> year of service	\$ 64,191.00
Ptl.-7 <sup>th</sup> year of service	\$ 68,500.00
Ptl.-8 <sup>th</sup> year of service	\$ 74,859.00
Ptl.-9 <sup>th</sup> year of service	\$ 80,822.00

\*\*\*\* Ptl. Jacob Rulli is 8<sup>th</sup> year of service

C. Effective January 1, 2014, the annual salaries for all UNIT employees shall be:

<u>RANK</u>	<u>SALARY</u>
Ptl.- Pre-graduation from Police Academy	\$ 35,000.00
Ptl.- Post-graduation from Police Academy	\$ 40,500.00
Ptl.- 2 <sup>nd</sup> year of service	\$ 44,500.00
Ptl.- 3 <sup>rd</sup> year of service	\$ 48,500.00
Ptl.- 4 <sup>th</sup> year of service	\$ 52,835.00
Ptl.- 5 <sup>th</sup> year of service	\$ 59,072.00
Ptl.-6 <sup>th</sup> year of service	\$ 64,191.00
Ptl.-7 <sup>th</sup> year of service	\$ 68,500.00
Ptl.-8 <sup>th</sup> year of service	\$ 74,859.00
Ptl.-9 <sup>th</sup> year of service	\$ 82,843.00

D. Any Officer hired during the term of this agreement shall be placed on an alternate salary guide once one is negotiated in good faith and mutually agreed upon by both the Unit and Employer. The affected new hire will follow the established salary guide for salary purposes until the alternate salary guide is agreed upon by the Unit and the Employer.

E. Effective January 1, 2012, 2013, 2014, respectively, the annual salaries for the Sergeant or Lieutenant positions shall be \$3,250.00 or \$3,750 above the top Patrolman's or comparable Sergeant's salary, depending on length of service in that position, as set forth below.

<u>Sergeant</u>	<u>Less than five years of service</u>	<u>Over five years of service</u>
2012	\$ 82,488.00	\$ 82,988.00
2013	\$84,072.00	\$ 84,572.00
2014	\$ 86,093.00	\$ 86,593.00
<u>Lieutenant</u>	<u>Less than five years of service</u>	<u>Over five years of service</u>
2012	\$ 85,738.00	\$ 86,238.00
2013	\$ 87,322.00	\$ 87,822.00
2014	\$ 89,343.00	\$ 89,843.00

E. Pay Period: Every officer of the UNIT shall be paid semi-monthly. The officers' paycheck shall be distributed or direct deposited into the officers' account no later than 1500 hours on the 16<sup>th</sup> of the month and the last day of the month.

F. Overtime, shift differential and any other pay other than base salary earned from the 1<sup>st</sup> of the month through the 15th day of the month will be paid no later than 1500 hours on the last day of the same month.

G. Overtime, shift differential and any other pay other than base salary earned from the 16<sup>th</sup> through the last day of the month will be paid no later than 1500 hours on the 16<sup>th</sup> of the following month.

- H. Should the 16<sup>th</sup> or the last day of the month (payday) fall on a Saturday, Sunday, or Holiday, the members of the UNIT shall be paid on the last preceding workday prior to 1500 hours, e.g.: Friday the 15<sup>th</sup> instead of Saturday the 16<sup>th</sup> would be payday.**
- I. A shift differential shall be paid at the rate of 5% per hour, per man, for all hours worked from 4:00pm through 7:00am provided the shift worked starts at 4:00 pm or later.**
- J. Shift differential shall be paid in the members semi-monthly pay check the pay period following the pay period in which it was earned.**
- K. Shift differential shall not be paid while an Officer is being paid overtime for court appearances.**
- L. Placement for Patrolman on the salary guide will commence at the starting step of Pre-graduation. Immediately following the graduation from the Police Academy, the employee will move to the Post-graduation step, where he will remain until the anniversary of his graduation. Thereafter, he will move to the second year of service step and on each anniversary date thereafter to the following step until he attains maximum Patrolman's salary.**
- M. Employees assigned as detectives shall receive the sum of \$ 950.00 to be added to his regular base salary.**



- N. Employees assigned as a School Resource Officer shall work an eight hour day but not more than forty (40) hours during any work week. A School Resource Officer shall be paid overtime when he/she is required to work in excess of an eight hour day or completed forty (40) hour week.**
- O. A school resource officer shall work an eight hour day even when not assigned to the school in the summer months or other times of the year when school is not in session.**
- P. A school Resource Officer shall be paid at a rate of time and one half; said rate to be based on a 2,080 hour work year.**

**ARTICLE VI**

**LONGEVITY**

A. Longevity shall be paid for full time service as defined above at the rate prescribed in the following schedule according to completion of years of service:

	<b><u>2012, 2013, 2014</u></b>
Five (5) years of service	2% of base pay to a maximum of \$ 700.00
Seven (7) years of service	3% of base pay to a maximum of \$ 950.00
Ten (10) years of service	5% of base pay to a maximum of \$ 1,200.00
Fifteen (15) years of service	6% of base pay to a maximum of \$ 1,400.00
Twenty (20) years of service	7% of base pay to a maximum of \$ 1,600.00

B. Longevity shall be included in the established base salary and divided equally over the semi-monthly pay periods. Although included within the established base salary, nevertheless longevity pay shall remain a separate contractual item under Article VI, "LONGEVITY."

C. Pursuant to current Borough policy, as set forth in the Code of the Borough of Somerdale, longevity pay shall NOT be applicable for any employee hired after January 1, 1996. Borough Code, 41-4.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

- A. The members of the UNIT shall work four (4) days in ten (10) hours shifts for a forty (40) hour work week and be entitled to four (4) days of ten (10) hours per day off.**
- B. The scheduling of the shifts shall be at the discretion of the Chief of Police. No member of the UNIT shall be required to report for a shift with less than twelve (12) consecutive hours off between shifts, unless an emergency is declared and in such case the UNIT member shall be compensated at the overtime rate of pay for such time period. In any other case other than an emergency, a UNIT member shall have the right to accept or decline a temporary change in shift times.**
- C. A work week will not necessarily consist of a standard work week, such as Sunday to Saturday or Monday to Friday, because of the rotating shifts necessitating some officers starting their work week on a day other than the normal start of a week.**
- D. The members of the UNIT shall work in accordance with schedules posted on a monthly basis by the EMPLOYER or its duly authorized representative.**
- E. Any member of the Unit that accepts the assignment of School Resource Officer shall work an eight (8) hour work day Monday through Friday. When school is not in session for summer recess, Holidays or other**

reasons, said Officer shall continue to work an eight (8) hour work day Monday through Friday.

- F. Any member assigned to the Detective Bureau shall work a four nine hour days on followed by three consecutive days off work schedule. A work day will be nine (9) hours.

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- G. The members of the UNIT shall be paid overtime when they are required to work in excess of a completed forty (40) hour work week.
- H. The members of the UNIT shall be paid overtime when they are required to work in excess of a ten (10) hour work day.
- I. For each hour of overtime, the members of the UNIT shall be paid at the rate of one and one half times (1 ½) their established base salary divided by 2,080 working hours.
- J. The EMPLOYER shall provide a compensatory time option in lieu of cash at the rate of time and a half (1 ½) for overtime accrued from duty related court appearances. All other overtime compensatory time will be at the discretion of the Chief of Police.
- K. The members of the UNIT called in for overtime by a duly authorized superior officer for any reason other than a declared state of emergency shall be paid for a minimum of two (2) hours overtime.

**L. Due to the unique nature of Law Enforcement, the need for Municipal, County, State and Federal Agencies to work together, and the continual need for the formation of task forces to achieve a common objective, the Chief of Police shall have the discretion to assign a member of the UNIT to a task force. Any member of the UNIT who accepts an assignment to a Task Force shall not be required to remain on the Task Force for more than a six month period. Any Member who accepts an assignment to the Task Force shall work the normal hours of the Task Force. Any member who accepts an assignment to a Task Force shall be afforded all paid holidays that fall during the Member's assignment.**

**M. Shift Realignment:**

**Once a year personnel changes may need to be made, therefore schedules and/or squads will need to be realigned. In the month of January, for the sole purpose of realignment, the Chief of Police may adjust the work schedule without the minimum four (4) days off to accomplish this change. Officers affected shall not be required to work more days in the month of January than they would have if they were not realigned. If officers do work more hours in January then they would if they had not been changed any hours in excess shall be paid at the UNIT member's overtime rate. In order to accomplish the squad realignment, members shall not be required to work more than five (5) days in a row, nor shall they have less than two (2) days off in a row.**

ARTICLE VIII

VACATIONS

Members of the UNIT are entitled to vacation per the following schedule:

- | <u>A. Length of service</u>   | <u>Number of Vacation days</u>                          |
|---|---|
| 1. After one (1) year and through four (4) years of continuous service.   | Fifteen (15) work days<br>[ten (10) hour day] per year  |
| 2. After four (4) years and through nine (9) years of continuous service. | Eighteen (18) work days<br>[ten (10) hour day] per year |
| 3. After nine (9) years and through fifteen (15) years of service.        | Twenty (20) work days<br>[ten (10) hour day] per year   |
| 4. After fifteen (15) years of continuous service.                        | Twenty-four (24) work days<br>[ten (10) hour day]       |
- B. Employees assigned as a School Resource Officer shall be entitled to vacations per the above schedule, except that a work day is defined as an eight (8) hour day. A School Resource Officer shall adhere to the same procedures as other members of the UNIT in regard to requesting Vacation Leave and will be subject to the same conditions as the other members of the UNIT with regard to approval procedures.**

**ARTICLE IX**

**HOLIDAY LEAVE**

- A. Because of the special consideration being given to establish a four (4) day on/ four day off schedule for the UNIT, the UNIT agrees to forego all holidays previously given by the EMPLOYER, such that no holidays are recognized by the UNIT except as otherwise stated herein:**
- B. Any member of the UNIT who is scheduled to work during any of the following days or times will be compensated at his overtime rate.**
- 1. From December 24 (5pm) to December 26 (7am).**
  - 2. From December 31 (5pm) to January 2 (7am).**
  - 3. From 7:00 A.M. to 5:00 P.M. on Thanksgiving day.**
  - 4. From 7:00 A.M. to 5:00 P.M. on Easter Sunday.**
- C. Any member of the UNIT who is called into work for anything other than his regular scheduled time during the dates or times stated in Paragraph (B) above, shall be compensated at the rate of two and one half times (2 ½) his regular rate.**

**D. A total of twelve (12) working days are given as Holidays to the School Resource Officer. Said Holidays are intended to provide leaves of absence for the Holidays provided other Borough Employees. Because of the emergent nature of the work of the UNIT, such Holiday Leave shall be granted to the School Resource Officer during the periods best suited to the overall operations of the School and/or Police Department as determined by the chief of Police. Holiday Leave shall be considered as an eight (8) hour working day.**

**E. The School Resource Officer shall be entitled to the following Holidays:**

- |                                 |   |
|---------------------------------|---|
| <b>a. New Year's Day</b>        | <b>g. Labor Day</b>                     |
| <b>b. Washington's Birthday</b> | <b>h. Veteran's Day</b>                 |
| <b>c. Good Friday</b>           | <b>i. Thanksgiving Day</b>              |
| <b>d. Memorial Day</b>          | <b>j. Christmas Eve</b>                 |
| <b>e. Columbus Day</b>          | <b>k. Christmas Day</b>                 |
| <b>f. Independence Day</b>      | <b>l. Martin Luther King's Birthday</b> |

**F. A member of the unit assigned to the detective bureau shall receive six (6) holidays per year. Holidays will not accrue from year to year. Said Holidays will follow the "use it or lose it" policy in reference to holiday leave.**



**ARTICLE X**

**SPECIAL LEAVE WITH PAY**

- A. A special leave of absence with pay shall be granted because of a death in a member of the UNIT's family, which shall be defined as father, mother, spouse, child, sister, brother, grandfather, grandmother, spouse's immediate family and shall also include relatives of a member of the UNIT residing in the household. Such leave shall be granted from the day of death until one day after the interment, but not to exceed four (4) days.**
- B. In the event a death occurs to the spouse of a UNIT member with minor children under the age of ten (10) years living in the household, then that UNIT member shall be granted leave from the day of death plus eight (8) paid work days [ten (10) hours].**
- C. Members of the UNIT who are disabled by injury incurred in the performance of their duties or by illness as a direct result of or arising out of their employment shall be granted a leave of absence as provided by N.J.S.A. 40A:14-137.**
- D. Members of the UNIT that hold an elected position within PBA Local 30 that requires that member to attend meetings shall be granted time off to attend such meetings, but only the time off needed to attend the meeting and return to duty as soon as possible without unnecessary delay. Time off is only permitted for one (1) elected member and a maximum of five (5) meetings per calendar year.**

**ARTICLE XI**

**SPECIAL LEAVE WITHOUT PAY**

**The EMPLOYER may grant a special leave of absence without pay to any member of the UNIT upon presentation of a satisfactory reason. Such leave may be granted for a period not to exceed six (6) months and application for such leave shall be submitted to the EMPLOYER in writing.**

**ARTICLE XII**

**SICK LEAVE / PERSONAL DAYS**

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**A. The EMPLOYER shall provide the following sick leave to members of the UNIT:**

<b>Up to one year of service</b>	<b>1 work day [ten (10) hours] per month</b>
<b>After one year of service</b>	<b>15 work days [ten (10) hours] per year</b>

**B. Sick leave is hereby defined to mean an absence from the post of duty by a member of the unit, while in good standing, due to illness, accident injury, disability, exposure to contagious disease, or the necessity to attend and care for a seriously ill member of his immediate family.**

**C. If the member of the unit is absent from work on sick leave and is unable to report for duty for four or more consecutive days, then the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Borough may require the member of the unit to submit acceptable medical evidence substantiating the need for sick leave.**

- D. The term “immediate family” for the purpose of this Article shall include the following : Spouse, parent, step parent, child, and any other relatives residing in the members household.**
- E. The EMPLOYER shall provide compensation for unused Sick Leave as follows: Upon retirement, a UNIT member may sell any accrued but unused Sick Leave back to the Borough at the rate of \$100.00 per day with a maximum cap not to exceed \$ 20,000.00. A lump sum payment will be made upon the retirement from employment with the Department.**
- F. Any member of the UNIT that anticipates retirement shall notify the Chief of Police or his designee prior to December 1<sup>st</sup> of the year immediately preceding the year which his retirement is to take effect. Upon actual retirement the member of the UNIT shall receive payment for unused sick time in the first pay period following the month in which he actually retired.**
- G. In the event a member of the unit does not provide notice prior to December 1<sup>st</sup> of the preceding year in which he anticipates retirement, the member shall not receive his unused sick time pay until the first pay period in January which immediately follows the year in which he actually retired.**
- H. The EMPLOYER shall provide two (2) “personal” days [of ten (10) hours each] per year to each member of the UNIT. These two (2) “personal” days may not be sold back to the Borough; if not used during the course of the year in which it was accrued, then such day is forfeited (“use or lose”). As far as practicable, any such “personal” day should be scheduled in advance with the Department.**

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**ARTICLE XIII**

**SPOUSAL BENEFITS**

- A. In the event a member of the UNIT dies during the course of the contract year, the EMPLOYER shall pay the surviving spouse, or in lieu thereof, the estate of said member of the UNIT, for any accrued but unused vacation time, holiday time, sick time, compensatory time, personal time and any unpaid longevity pay due to said member.**
- B. In the event a member of the UNIT is killed in the line of duty, the EMPLOYER shall also pay the costs of interment for such member to the surviving spouse, or in lieu thereof, the estate of said member, up to a maximum of \$5,000.00.**

**ARTICLE XIV**

**CLOTHING ALLOWANCE**

- A. Members of the UNIT shall receive a maximum annual allowance of \$750.00 for the replacement of clothing and equipment, paid throughout the year by presentation of pre-approved vouchers. For budgetary reasons said allowance shall be used before November 1<sup>st</sup> in the year it was earned.**
- B. The members of the UNIT shall receive an approved bullet proof vest; wearing of bullet-proof vests in mandatory. The vest shall be replaced upon the expiration of the manufacturer's warranty at the expense of the EMPLOYER.**
- C. Hardware items, such as handguns, holsters and belts, handcuffs, safety equipment, badges, etc., which have been supplied by the EMPLOYER to a member, shall be turned into the EMPLOYER upon retirement or separation of employment from the EMPLOYER.**
- D. All items purchased with Borough Funds shall be returned to the EMPLOYER if employment is severed before two years of continuous employment is completed.**

**E. Relative to the fact a new EMPLOYEE of the UNIT is issued initial issue and equipment. Such new hire shall be allotted the following Uniform Allowance**

**Schedule:**

**Starts January 1<sup>st</sup> to April 30<sup>th</sup>: \$ 650.00 useable the following year in January.**

**Starts May 31<sup>st</sup> to August 31<sup>st</sup>: \$ 400.00 useable the following year in January.**

**Starts September 30<sup>th</sup> to December 31<sup>st</sup>: \$ 200.00 useable the following year in January.**

**After this initial Adjustment Year, the member of the UNIT shall be entitled to Article XIV Section A.**

ARTICLE XV

MEDICAL COVERAGE

- A. The State of New Jersey Health Benefits Program in effect as of January 1, 2004. The benefit levels of this plan shall be the same benefit levels provided under any future carrier's plan as provided by the Borough unless and until such benefit levels are changed in writing upon the mutual agreement of the EMPLOYER and the UNIT.
  
- B. Effective July 1, 2009 the Borough shall provide dental coverage under the NJ State Health Benefits Plan to each member of the unit . Any member of the unit accepting enrollment will not be eligible for the \$300.00 dental reimbursement as stated in section E of this agreement. Each member of the unit who accepts the SHBP Dental program shall pay the Borough five dollars (\$5.00) per month deducted evenly through semi-monthly payroll. The benefit levels of this plan shall be the same benefit levels provided under any future carrier's plan as provided by the Borough unless and until such benefit levels are changed in writing upon the mutual agreement of the EMPLOYER and the UNIT.
  
- C. All coverage shall be provided to the members of the UNIT by the EMPLOYER.
  
- D. If any member of the UNIT contracts a serious communicable disease, a rebuttal presumption shall be made that said member contracted the disease in the course of his or her employment. The onset of a disease is assumed to be



from an incident or individual which likely had given arise to the disease, however this will not include any sexually transmitted disease.

- E. A dental reimbursement shall be provided to the members of the UNIT. Said reimbursement shall be paid monthly upon presentation of a receipt and voucher approved by the Chief of Police up to a maximum of \$ 300.00 per year. Any member of the unit enrolled in the NJ State Health Benefits Dental plan shall not be eligible for the reimbursement.
  
- F. In an effort not to duplicate unnecessary medical coverage and cost, the Borough agrees to pay \$1,500 the first pay period in December to any member of the unit that elects not to receive Medical coverage provided at the Boroughs' expense. The UNIT member shall have written proof of Medical coverage that is provided by other means. If the unit member no longer has or becomes ineligible for medical coverage he shall notify the Borough and be reinstated onto the Borough Medical plan as soon as possible.

**ARTICLE XVI**

**SCHOOLING**

- A. If members of the UNIT attend any Police Training School recognized by the New Jersey Police Training Commission with the approval of the Public Safety Committee, they shall be reimbursed on a monthly basis for expenses if not provided.**
- B. Meals and mileage expenses shall also be paid to any member of the UNIT while attending, with the approval of the Chief of Police, official seminars, police training, other than police basic or waiver training or any other assignments where a police vehicle is not used and it is not practical to eat at home.**
- C. Mileage shall be paid at the rate of .48 ½ cents per mile when the officer must use his own vehicle for transportation.**
- D. Meals shall be reimbursed to a maximum of \$ 35.00 per day (\$8.00 for breakfast, \$12.00 for lunch and \$15.00 for dinner) in the event an officer is assigned to school or training during a meal time, provided a meal voucher is submitted accompanied by an original receipt. The Chief of Police or his designee shall approve the meal reimbursement plan prior to the Officer attending training to avoid any conflicts.**

**E. Members of the UNIT who have an Associate and/or Bachelor degree in the field of Law Enforcement/Criminal Justice or similar degree program from an accredited institution shall receive an annual education incentive. Payment of the education incentive shall be made upon the presentation of the appropriate verification from the educational institution and a voucher by the members of the UNIT during the first pay period of December of each year, in the amounts set below:**

<b>Associate Degree</b>	<b>\$ 250.00</b>
<b>Bachelor Degree</b>	<b>\$ 500.00</b>

**ARTICLE XVII**

**LEGAL REPRESENTATION**

- A. The EMPLOYER agrees to provide all Police Officers with legal representation in accordance with N.J.S.A. 40A:14-155**

**ARTICLE XVII**

**POLICE MEETINGS**

**In order to foster a better Police Department in the Borough of Somerdale, and also in return for the Borough allowing the members of the UNIT to work a four (4) day on / four (4) day off schedule, it is hereby agreed that the officers shall attend a minimum/maximum of six (6) meetings per year for a minimum/maximum of three (3) hours each meeting, without compensation, as directed by the Chief; these meetings shall be related to official police or departmental business only in order to qualify for this requirement and must be conducted within the Borough facilities.**

**ARTICLE XIX**

**POLICE TRAINING**

**A. In order to maintain the high standards of training required by the State of New Jersey and the Police Training Commission, members of the UNIT, in return for the Borough allowing the members of the UNIT to work a four (4) day on/ four (4) day off schedule, shall attend the following training without compensation, as directed by the Chief:**

- 1. Firearm Qualifications**
- 2. Alco-test Re-Certification**
- 3. Radar Re-Certification**
- 4. CPR and AED Re-Certification**
- 5. Domestic Violence Re-Certification**
- 6. Police Pursuit Re-Certification**
- 7. Use of Force Updates**

ARTICLE XXI

OUTSIDE EMPLOYMENT

- A. **Part-time Employment, which does not require the use of law enforcement powers, is not subject to the conditions set forth in this article. Part-time Employment is, however, subject to the conditions set forth in the Standard Operating Procedures of the Somerdale Police Department.**
- B. **Payment of Regular Off-Duty and Temporary Off-Duty Employment shall be processed through the Borough of Somerdale.**
- C. **The rates of pay for Regular Off-Duty and Temporary Off-Duty Employment shall be reviewed on an annual basis by the Mayor and Council and a committee of not more than three (3) members of the Department. These rates shall include amounts to cover administrative costs (currently 12.5% per hour or 12.5% per event), Social Security taxes, applicable wage or income taxes, and other similar employer type expenses as may be borne by the Borough. In addition, a rate differential may be added whenever use of a Borough police vehicle is utilized in Off-Duty Employment (currently \$5.00 per hour) . After this annual review meeting, these rates of pay shall then be set out in a “Schedule of Pay for Off-Duty Employment”, to be signed by both parties, and utilized for the coming year.**  
**Adjustments to this Schedule may be made as warranted for the following year, after a subsequent annual review meeting, and so on each year thereafter.**

ARTICLE XXII

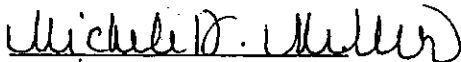
LEGAL REFERENCE


Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code or Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority.

Nothing contained herein shall be construed to deny or restrict to members of the UNIT such rights that they have under state statues or applicable Department of Personnel laws and regulations. The rights granted to the members of the UNIT herein shall be in addition to those otherwise provided elsewhere.

This Agreement shall remain in full force and effect when executed by the UNIT and the EMPLOYER and all phases shall be effective from the 1<sup>st</sup> day of the Year 2012 and expire December 31, 2014.

ATTEST:

  
Michele Miller  
Borough Clerk (Acting)

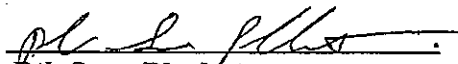
  
Victor Cantillo  
Borough CFO/Administrator

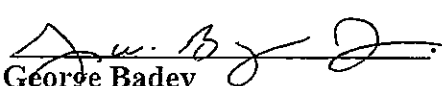
Borough of Somerdale

By:   
Mayor Gary Passanante

Somerdale Police Department

  
Dsg. Paul Sims

  
Ptl. Sean Plasket

  
George Badey  
President, PBA Local 30