

CONTRACT

By and Between

West Deptford Township

and

PBA Superior Officers Association

January 1, 2019 through December 31, 2024

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	1
I.	Recognition	1
II.	Check-Off and Fair Share Fee	2
III.	Management Rights and Responsibilities	3
IV.	Rules and Regulations	5
V.	Non-Discrimination	5
VI.	Maintenance of Work Operations	6
VII.	Salaries	7
VIII.	Safety Lenses (Eye Glasses)	8
IX.	Uniform Maintenance and Cleaning Allowance	9
X.	Replacement of Personal Property.....	9
XI.	Safety Equipment.....	10
XII.	Sick Leave.....	10
XIII.	Education Incentive Pay	11
XIV.	Holidays and Compensation Time.....	12
XV.	Savings Clause	13
XVI.	Embodiment of Agreement.....	13
XVII.	Ratification by Police Committee and Employees	13
XVIII.	Personal Days/Vacation Leave	14
XIX.	Health Benefits.....	16
XX.	Physical Fitness Incentive.....	22
XXI.	Injury-on-Duty Leave	23
XXII.	Bereavement	24
XXIII.	Retirement Board	24
XXIV.	Grievance Procedure	24
XXV.	Duration	28

PREAMBLE

This agreement, entered into on this _____ day of _____, 2019, by and between the Township of West Deptford in the County of Gloucester, a Municipal Corporation of the State of New Jersey (the "Township"), and the PBA Superior Officers Association, an affiliate of PBA Local #122 (the "Union"), is designed to promote a harmonious relationship between the Township and such of its employees who are within the Union, in order that more efficient and progressive public service may be rendered to the citizens of the Township (this "Agreement"). This Agreement represents the complete and final understanding of the Township and the Union on all bargainable issues.

ARTICLE I

RECOGNITION

SECTION 1

The Township does recognize the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of the employees in the job titles listed in Article I, Section 2 below and any others as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, as amended by the Laws of 1984, Chapter 123.

SECTION 2

This Agreement applied to all full-time, permanent employees of the Township's Police Department in the following job classifications:

- Deputy Chief
- Lieutenant

SECTION 3

The Union's 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 4

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 Article 1, Section 2 of this Agreement.

ARTICLE II

CHECK-OFF AND FAIR SHARE FEE

SECTION 1

The Employer agrees to deduct monthly the union membership dues from the pay of the employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions from all the employees shall be remitted to the office of the Union together with a list of names of all the employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made. Dues deductions will begin during the first 30 days of employment.

SECTION 2

Employees covered by the Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.

SECTION 3

Employees electing to revoke their authorization to deduct union dues must provide written notice during the ten (10) days following the anniversary date of their employment. The Township shall provide notice to the Union of any employee revocation within five (5) days of such revocation. The effective date of termination of dues deducted to the majority representative shall be thirtieth (30th) day after the employee's anniversary date of employment.

SECTION 4

In the event that the Township is determined to have deducted union dues from an employee in error or in violation of any applicable law then in force, which were paid to the Union, the Union agrees to indemnify the Township for any amount of any excess deduction.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, following rights:

A. The executive management and administrative control of the Police Department and their properties and facilities and the activities of their employees by utilizing personnel,

methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.

B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to determine the amount of overtime to be worked, to decide the number of employees needed for any particular time, and to be in sole charge of the quality of the work required.

C. To decide the number and location of its facilities, stations, etc.; the selection, procurement, designing, engineering and the control of equipment and materials; and purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

D. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Police Department after advance notice thereof to the employees to require compliance by the employees is recognized.

E. To hire all employees, to promote, transfer, assign or retain employees in positions within the Police Department.

F. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.

G. To layoff employees in the event of lack of work or funds.

H. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

SECTION 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities, and in the adoption of policies, rules, regulations and practices and the furtherance thereof, and in the use of judgment and discretion in connection therewith, the Township shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

SECTION 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

ARTICLE IV

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall be announced and discussed with the Union 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 V

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 the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall

discriminate against any employee because of race, creed, color, religion, age, sex, sexual orientation, national origin, or any other classification protected by law.

SECTION 2

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

SECTION 3

The Township and the Union agree that the Township is permitted to take all steps necessary to comply with the Americans with Disabilities Act in the application and construction of this Agreement.

ARTICLE VI

MAINTENANCE OF WORK OPERATIONS

SECTION 1

The parties agree that there will be no lockouts, strikes, work stoppages, walk-outs, slowdowns, or other illegal job action during the term of this Agreement. No officer or representative of the Union 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 VII

SALARIES

SECTION 1

In the first year of this agreement (2019), a 3.5% salary increase effective the first pay period after the execution of this Agreement will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2018 base salary.

In the second year of this agreement (2020), a 3.5% salary increase effective January 1, 2020 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2019 base salary.

In the third year of this agreement (2021), a 2% salary increase effective January 1, 2021 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2020 base salary.

In the fourth year of this agreement (2022), a 2% salary increase effective January 1, 2022 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2021 base salary.

In the fifth year of this agreement (2023), a 2% salary increase effective January 1, 2023 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2022 base salary.

In the sixth year of this agreement (2024), a 2% salary increase effective January 1, 2024 will be paid to all employees covered by this agreement. The salary increase will be calculated on the 2023 base salary.

SECTION 2

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

	Effective 1/1/19	Effective 1/1/20	Effective 1/1/21	Effective 1/1/22	Effective 1/1/23	Effective 1/1/24
Deputy Chief	\$129,654	\$134,192	\$136,876	\$139,614	\$142,406	\$145,254
Lieutenant	\$121,000	\$125,235	\$127,740	\$130,295	\$132,901	\$135,559

SECTION 3

The Township will retain a bi-weekly payroll schedule.

SECTION 4

Effective as of January 1, 2014, 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 VII.

SECTION 5

Effective as of January 1, 2014, all officers covered by this Agreement shall have whatever education compensation that they have earned frozen, and that amount added to their base salary. All payments reflected in this section shall be subject to the percentage increases reflected above in Section 1 of Article VII.

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 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

As agreed upon by the Township and the Union, 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
SAFETY EQUIPMENT

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 XII
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 (1 ¼) 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 50% of the unused portion of his sick bank at the officer's current rate of pay at the time of separation from employment. 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. All employees hired after January 1, 2014 shall not be entitled to buy back any unused portions of his/her sick bank upon the time of separation from Township service.

SECTION 2

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 3

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

ARTICLE XIII

EDUCATION INCENTIVE PAY

SECTION 1

Effective as of September 4, 2014, 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 VII, Section 5.

SECTION 2

The Township will provide tuition reimbursement for courses directly related to the attainment of a degree related to law enforcement 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 will be limited to the current cost per credit hour charged by Farleigh Dickinson University.

SECTION 3

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 XIV

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.

SECTION 3

With the advance written approval of the Chief of Police, Officers may float holiday on a 1 for 1 basis within the same pay period.

ARTICLE XV

SAVINGS CLAUSE

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 XVI

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Union. 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. 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 Union or any individual employee covered by this Agreement is hereby suspended.

ARTICLE XVII

RATIFICATION BY POLICE COMMITTEE AND EMPLOYEES

The Union 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 Union who are not covered by this Agreement took part in ratification proceedings. The Union 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 XVIII

PERSONAL DAYS/VACATION LEAVE

SECTION 1

Five (5) personal days, equal to one work day, 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 shall be provided to all employees covered by this agreement as follows:

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

SECTION 3

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

SECTION 4

Employees are encouraged to use available vacation time for rest, relaxation, and personal pursuits in the calendar year in which it is earned. In the event that available vacation is not used or cannot be used by the end of the calendar year, employees may carry over up to forty (40) hours, to the following year, subject to approval of the Chief of Police, which approval shall not be unreasonably denied. Employees shall submit a written request for vacation carry over to the Chief of Police or designee via their Superior Officer no later than November 1 of the current year. Vacation time carried forward must be utilized by no later than July 31st of the following year, and will be paid at the rate of pay it was earned in the prior year. In the event this carried over vacation time is not used in the following year it shall be lost.

SECTION 5

Any employee unable to utilize vacation leave within a given calendar year due to a verified extended illness or injury shall be eligible to use this leave at any time within the next calendar year.

ARTICLE XIX

HEALTH BENEFITS

SECTION 1

Subject to the employee premium sharing schedule detailed below, the Township shall provide medical benefits through the New Jersey State Health Benefits Program or substantially similar plans for full-time employees for medical and prescription drug benefits. The Parties agree to be bound by the requirements and terms of the New Jersey State Health Benefits Program and the New Jersey State Health Benefits Commission, and/or any substantially similar plan.

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

Beginning the first pay period after the execution of this Agreement, Employees shall contribute towards the cost of coverage for medical and prescription drug benefits at the following percentages based upon the employee's base salary:

Single Family		Family Coverage		Member/ Spouse or Child Coverage	
Salary Range	%	Salary Range	%	Salary Range	%
less than 20,000	4.50	less than 25,000	3.00	less than 25,000	3.50
20,000-24,999.99	5.50	25,000-29,999.99	4.00	25,000-29,999.99	4.50
25,000-29,999.99	7.50	30,000-34,999.99	5.00	30,000-34,999.99	6.00
30,000-34,999.99	10.00	35,000-39,999.99	6.00	35,000-39,999.99	7.00
35,000-39,999.99	11.00	40,000-44,999.99	7.00	40,000-44,999.99	8.00
40,000-44,999.99	12.00	45,000-49,999.99	9.00	45,000-49,999.99	10.00
45,000-49,999.99	14.00	50,000-54,999.99	12.00	50,000-54,999.99	15.00
50,000-54,999.99	20.00	55,000-59,999.99	14.00	55,000-59,999.99	17.00
55,000-59,999.99	23.00	60,000-64,999.99	17.00	60,000-64,999.99	21.00

60,000-64,999.99	27.00	65,000-69,999.99	19.00	65,000-69,999.99	23.00
65,000-69,999.99	29.00	70,000-74,999.99	22.00	70,000-74,999.99	26.00
70,000-74,999.99	32.00	75,000-79,999.99	23.00	75,000-79,999.99	27.00
75,000-79,999.99	33.00	80,000-84,999.99	24.00	80,000-84,999.99	28.00
80,000-94,999.99	34.00	85,000-89,999.99	26.00	85,000-99,999.99	30.00
95,000 and over	35.00	90,000-94,999.99	28.00	100,000 and over	35.00
		95,000-99,999.99	29.00		
		100,000-109,999.99	32.00		
		110,000 and over	35.00		

SECTION 4

As used in this Article, “cost of coverage” means the premium or periodic charges for health care and prescription benefits provided, pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, by the Township. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the “cost of coverage” shall include the premium or periodic charges for those additional mandated benefits as well.

SECTION 5

“Healthcare plan” or “health benefits” mean the healthcare plans for medical and prescription drug benefits. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the definition of “healthcare plan” or “health benefits” shall also include the additional mandated benefits.

SECTION 6

Employee contributions shall be made by way of withholding of the contribution from the employee’s pay, salary, or other compensation. Withholdings shall be made by way of twenty-six (26) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer’s regular payroll practices.

SECTION 7

- 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, as modified for retirees under this Agreement as set forth below, 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 employees who retire under this Agreement shall be required to make health care contributions during retirement in accordance with the terms of Chapter 78, P.L. 2011 at the year two phase in contribution rate plus 2%.

- B. 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.

C. Previously Grandfathered Employees

Those employees grandfathered by previous agreement shall continue such status.

SECTION 8

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 9

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 10

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 11

Effective January 1, 2014 and pursuant to R.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 12

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 10 of this Article.

SECTION 13

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 14

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 15

Employees shall be responsible for extra costs incurred by the Employer if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the Employer within 60 days of the event.

SECTION 16

Employees covered under this agreement, may request 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. Employees who waived employer provided health benefits for 2019 shall receive a one-time payment with the first regularly scheduled payroll following the execution of this Agreement in the amount of \$600.

SECTION 17

All retirees and eligible spouses of retirees, age sixty-five (65) or older, who are receiving benefits through the Employer are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare, without exception. At that time, the retiree and/or eligible spouse shall designate Medicare as his/her the primary insurance.

ARTICLE XX

PHYSICAL FITNESS INCENTIVE

Physical fitness incentive will provide for reimbursement for annual membership fees at the RiverWinds Community Center or one alternative gym of an employee's choosing up to an amount equal to the cost of an annual membership at 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.

ARTICLE XXI

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 XXII

BEREAVEMENT

SECTION 1

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 – grandparent(s), spouse of brother or sister, child of same and in-laws.

SECTION 2

Employees may use up to three (3) days of sick time for the death of a qualifying relative under Section 1 above after bereavement time is exhausted, provided the employee provides documentation of the death.

ARTICLE XXIII

RETIREMENT BOARD

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

ARTICLE XXIV

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 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, or a fellow police officer of his or her choosing at any stage of this grievance procedure.

(7) A representative of PBA Local 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 XXV

DURATION

This Agreement shall be effective January 1, 2019 and shall remain in full force and effect until December 31, 2024, provided, however, that Articles VII and XIX shall take effect upon the first regular pay period following the execution of this Agreement. On or before September 1, 2024, either party may serve 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, 2024, the terms and conditions of this Agreement will continue in full force and effect until a new Agreement is executed.

PBA Superior Officers Association



12/18/19

Date

WEST DEPTFORD TOWNSHIP



Denice DiCarlo, Mayor



Lee Ann DeHart, Clerk

12/18/19

Date