

AGREEMENT

Between

THE BOROUGH OF LINDENWOLD

AND

THE LINDENWOLD POLICE OFFICERS

ASSOCIATION, INC.,

SUPERIOR OFFICERS UNIT

January 1, 2013 through December 31, 2015

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ARTICLE I

RECOGNITION

Section 1: The Borough hereby recognizes the Lindenwold Police Officers Association, Inc, Superior Officers Unit Bargaining Committee (hereinafter referred to as "Committee") as the sole and exclusive negotiating representative and bargaining agent of all Sergeants and Lieutenants, including Detectives, who are employed by the Borough of Lindenwold, New Jersey (hereinafter referred to as "Employer").

Section 2: Specifically excluded from the represented class referred to above under Section 1 are Chief of Police, Deputy Chief of Police, Captain of Police and Patrol Officers, as well as managerial executives, professional, craft and clerical employees.

ARTICLE II

MAINTENANCE OF STANDARDS

Section 1: The Employer shall not discharge or discriminate in any way against any employee for membership in any fraternal organization as long as this activity does not in any way unreasonably disrupt normal operations of the Police Division.

Section 2: The rights of both Employer and Employee shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be preserved.

Section 3: Employees shall retain all civil service rights under the New Jersey State Law.

Section 4: This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto before becoming effective.

Section 5: It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Employer. Accordingly, the Employer (including the Chief of Police) except as otherwise provided in this Agreement, have the exclusive right to assign, promote, demote 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; to decide on the number and location of facilities, to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designation, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

Section 6: Nothing contained herein shall be construed to deny or restrict the employees covered by this Agreement or their rights and benefits under R.S. 34A, 40 and 40A or any other national, state, county or local laws or ordinances.

Section 7:

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement, as established by rules, regulations, and/or policies of the Borough in force on said date, shall continue to be so applicable during the terms of this Agreement.
- B. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefit existing prior to its effective date.

ARTICLE III

VACATIONS

Section 1: Annual vacation with pay shall be granted according to the following schedule:

If the initial hiring occurs between:

January 1 through March 31	- 4 vacation days
April 1 through June 30	- 3 vacation days
July 1 through September 30	- 2 vacation days
October 1 through December 31	- 0 vacation days
Start of 1 st Anniversary through 5 th Year of employment	- 2 weeks vacation
Start of 6 th Anniversary through 10 th Year of employment	- 3 weeks vacation
Start of 11 th Anniversary through 15 th Year of employment	- 4 weeks vacation
Start of 16 th Anniversary through 20 th Year of employment	- 5 weeks vacation
Start of 21 st Anniversary or more	- 6 weeks vacation

Section 2: One week's vacation may be accrued and carried into the following year.

Section 3: Vacation shall only be earned for continuous uninterrupted service computed from the last date of hire.

Section 4: After 16 years an employee may accrue and carry over up to two weeks vacation into the following year. An officer's failure to use this carried over vacation time within the following year forfeits it.

ARTICLE IV

HOLIDAYS

Section 1: Employees shall receive fourteen (14) paid holidays per year, to be taken at their discretion and any additional holidays granted by the Employer, State and Federal Government for any other employees.

Section 2: One half of all holidays may be accrued from year to year.

Section 3: Employees shall receive one (1) personal holiday per year to be taken at the employee's discretion. An officer's failure to use this personal holiday within the calendar year will forfeit it.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: The purpose of this Article is to settle all grievances between the employees and the Employer as quickly as possible so as to ensure efficiency and promote employee morale.

Section 2: A grievance is defined as any disagreement or dispute between the Employer and the Employee involving the application, interpretation or alleged violation of this Agreement.

Section 3: Any grievance must be presented in writing within seven (7) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

Step 1: The aggrieved employee and/or his/her representative shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved.

Step 2: If the grievance is not resolved at Step 1, it shall then be submitted in writing within seven (7) working days to the supervisory officer at the next level of command within the Division of Police.

Step 3: If the grievance is not resolved within seven (7) working days in the chain of command, it shall then be submitted in writing to the Chief of Police and the Public Safety Committee. The Chief of Police and the Public Safety Committee, or their designated representatives, shall seek to resolve the grievance with the appropriate employee and/or his/her representative.

Step 4: If the parties are unable to resolve the grievance at Step 3 within seven (7) days then either of the parties may elect to proceed to arbitration. The employee and/or his/her representative shall share equally the expenses of the Arbitrator; any

other expenses incurred shall be paid by the party incurring same. Arbitration shall be by a single Arbitrator, mutually selected by the parties. However, if the parties are unable to agree upon the selection of an Arbitrator within seven (7) working days after the employee and/or his/her representative notified the Chief of Police and the Public Safety Committee of its intention to arbitrate, then the employee and/or its representative may, within fourteen (14) working days thereafter, request PERC to submit a panel of seven (7) arbitrators to both parties. A copy of such request shall be sent to the Chief of Police and the Public Safety Committee. Each party shall notify PERC of its selections from the panel submitted and PERC shall then appoint the Arbitrator most preferred by the employee and/or its representative and the Employer to hear and decide the dispute. This section shall be in accordance with PERC rules.

Section 4:

- A. The Arbitrator shall be confined to the issues presented and shall have no power to add, modify, or detract from any of the language within this Agreement.
- B. The Arbitrator's decision shall be final and binding on the parties.

Section 5: Notwithstanding the above outlined grievance procedures, the employee, at his option, shall have the right after completing Steps 1 through 3, to submit any and all matters covered by this Article and/or any alleged unfair labor practices directly to the Public Employees Relations Commission for its determination under the procedure outlined in the New Jersey Employer-Employee Relations Act.

Section 6: Nothing contained herein shall be deemed to deny the employees of their statutory right concerning discipline or any other statutory or legal remedies in lieu of resorting to the grievance procedure.

ARTICLE VI

FUNERAL LEAVE

Section 1: Any funeral leave shall be granted at the discretion of the Chief of Police or, in his absence, his representative, without discrimination.

ARTICLE VII

SERVICE RECORDS

Section 1: Each employee shall be entitled to inspect his service record upon reasonable request between Monday and Friday, during the hours of 9:00 a.m. and 3:00 p.m. and upon request shall receive a receipt dated and signed by the Chief of Police listing each item or entry in said record.

Section 2: The service record shall include all records in the employee's personnel file.

ARTICLE VIII

SUSPENSIONS

Section 1: Any suspensions will be carried out in conformance with the rules and regulations of the Civil Service Commission.

Section 2: No officer shall be disciplined, reprimanded, reduced in rank, or denied any advantage without just cause.

Section 3: Any action asserted by any superior and/or committee shall be subject to the grievance procedure herein unless an appeal procedure is provided by Department of Personnel, in which event that appeal procedure shall be the sole and exclusive one to be utilized.

Section 4: No benefits shall be accrued during any period of suspension.

ARTICLE IX

SICK/INJURED LEAVE

Section 1: Sick leave with pay shall be granted at the rate of fifteen (15) days per year, unused sick days shall accumulate without limitation from year to year during employment.

Section 2: An employee who is temporarily unable to work as a result of any injury or illness arising out of, and in the course of employment, shall continue to receive his regular pay from the Employer for a period not to exceed 12 months from the date of the accident or onset of illness. Workers' Compensation payments for temporary disability shall be turned over to the Borough during that period.

- A. If during the aforesaid 12 month period, the employee's temporary disability is determined to cease and he is unable to perform his duties as a police officer, and he has applied for a disability pension under the terms of NJ Police and Fireman's Pension Fund, the Employer will continue to pay him his regular pay for the balance of the 12 month period (if any) or until a determination is made on his disability pension application by the Pension Fund, whichever occurs first.
- B. Any retroactive disability payments for any period within the aforesaid 12 month period shall be turned over to the Borough by the employee.
- C. In the event that an employee is not working as a result of any injury on duty for a period of 12 months or more there shall be no accrual of holiday, sick or vacation or personal time. In the event an employee not working due to an injury on duty returns to work within 12 months that employee may accrue holiday, sick, vacation or personal time for the period of disability provided the employee uses that time within the calendar year that the employee returns to work.

Section 3: An employee who comes within the provisions of Section 2 above shall retain the right to return to full employment for a period of 12 months from the date of injury or onset of illness. The Borough may require periodic medical examinations by a physician of its selection, at its expense, to determine ability to return to full employment.

ARTICLE X

WORK WEEK AND OVERTIME

Section 1: Subject to law, any employee who shall work beyond his regularly scheduled shift shall be compensated at time and one-half for any half hour over and above his regular pay providing that he serves his full work shift for any given work period, unless provided with vacation, holiday or sick days deemed to be included within any given work week period.

Section 2: Effective July 1, 1998 any employee appearing in any Court other than the Lindenwold Municipal Court shall receive a minimum of three (3) hours overtime for that Court appearance. Also effective July 1, 1998, any employee appearing in Lindenwold Municipal Court while not on duty shall receive a minimum of two (2) hours overtime for that Court appearance.

For any Lindenwold Municipal Court appearance that starts during an officer's shift but doesn't conclude until after the shift, the officer shall continue to receive regular pay, including overtime if appropriate, and does not receive the minimum court appearance pay.

Section 3: If five (5) or more hours of overtime are accumulated in any given work week, the employee shall receive a separate check for all overtime hours worked for that week.

Section 4: Any officer called back to duty for an unplanned event or emergency shall receive a minimum of three (3) hours of paid overtime.

ARTICLE XI

UNIFORMS

Section 1: All personnel covered by this Agreement shall be provided with the following allowance for the adequate replacement of clothing in each year of this Agreement:

Effective 01/01/2013	\$1350.00
Effective 01/01/2014	\$1350.00
Effective 01/01/2015	\$1350.00

Section 2: Inspections of clothing shall be held quarterly by the Chief of Police with the Mayor and Council in attendance if they so desire.

Section 3: Upon inspection by the Chief of Police, if clothing is deemed inadequate, disciplinary action may result.

Section 4: The Employer shall replace or repair all uniforms damaged on duty.

ARTICLE XII

WAGES

Section 1: The wages for employees shall be as provided for in Schedule "A" attached hereto and made a part hereof, and as provided for any an ordinance to be adopted.

SCHEDULE "A"

SERGEANT SALARIES

The salary schedule Sergeants for 2013, 2014, & 2015 will be as follows:

Sergeant 2013-2015 Salary Schedule			
Step	2013	2014	2015
1			
2			
3			
4	91,006	92,827	94,683
5	93,737	95,611	97,524
6	93,737	95,611	97,524
7	93,737	95,611	97,524
8	93,737	95,611	97,524
9	93,737	95,611	97,524
10	93,737	95,611	97,524
11	94,647	96,540	98,470
12	94,647	96,540	98,470
13	94,647	96,540	98,470
14	94,647	96,540	98,470
15	94,647	96,540	98,470
16	95,557	97,468	99,417
17	95,557	97,468	99,417
18	95,557	97,468	99,417
19	95,557	97,468	99,417
20	95,557	97,468	99,417
21	96,467	98,396	100,364
22	96,467	98,396	100,364
23	96,467	98,396	100,364
24	96,467	98,396	100,364
25	96,467	98,396	100,364

Detectives shall receive \$1,500.00 in addition to his/her prevailing rate of pay.

SCHEDULE "A"

LIEUTENANT SALARIES

The salary schedule Lieutenants for 2013, 2014, & 2015 will be as follows:

Lieutenant 2013-2015 Salary Schedule			
Step	2013	2014	2015
1			
2			
3			
4			
5			
6	103,162	105,225	107,329
7	103,162	105,225	107,329
8	103,162	105,225	107,329
9	103,162	105,225	107,329
10	103,162	105,225	107,329
11	104,163	106,246	108,371
12	104,163	106,246	108,371
13	104,163	106,246	108,371
14	104,163	106,246	108,371
15	104,163	106,246	108,371
16	105,165	107,268	109,413
17	105,165	107,268	109,413
18	105,165	107,268	109,413
19	105,165	107,268	109,413
20	105,165	107,268	109,413
21	106,166	108,290	110,455
22	106,166	108,290	110,455
23	106,166	108,290	110,455
24	106,166	108,290	110,455
25	106,166	108,290	110,455

Detectives shall receive \$1,500.00 in addition to his/her prevailing rate of pay.

SCHEDULE "B"

SHIFT DIFFERENTIAL

Section 1: Any employee who starts his/her shift of duty at 11:30 a.m. or later shall receive five (5) percent of base pay as shift differential for all hours worked after 4 p.m., provided, however, if the shift starting time is between 7:00 a.m. and 11:30 a.m., no shift differential shall be paid.

Section 2: Any employee who starts his/her shift of duty at 9:30 p.m. or later shall receive seven (7) percent of base pay as shift differential for all hours worked between 2:30 a.m. and 7:30 a.m.

A. Payment for the above shall be made the first pay day of April, July, October and the last pay day of December for the period preceding. (Quarterly).

Section 3: Any employee whose shift assigned is changed with less than 48 hours notice shall be paid the appropriate shift differential for that entire shift.

ARTICLE XIII

TRAVELING EXPENSES

Section 1: Employees shall be permitted to use a police car for transportation to court, if available. If not available, employee shall receive \$10.00 per Court appearance in the County or State Court required by their office for traveling expenses.

ARTICLE XIV

MEDICAL INSURANCE

Section 1: The Employer shall provide to each employee covered under this agreement, health insurance coverage under the New Jersey State Health Benefits Program.

Section 2: The Employer shall provide workers' compensation coverage as required by law.

Section 3:

- A. The Employer shall provide, at its expense, a family dental plan under the Delta Dental Preferred or Delta Plan "E".
- B. The Employer shall have the right to change carriers provided coverage is equal or better than the present coverage.

Section 4:

- A. The employee, at their discretion, may choose to give up either their health insurance plan, prescription plan, dental plan, or all three and be compensated in cash on a monthly basis by the Employer at 50% of the Employers cost of said plans, subject to the rules and regulations of the New Jersey Health Care Benefits Plan.
- B. The employee, after choosing to opt out of his/her health insurance benefits, for whatever reason, may opt back into all benefits which had been previously dropped at the Borough's expense, at the very next open enrollment period, or at any time in the event of a change in family status.

Section 5:

- A. This section pertains to P.L. 2010, c.2., which was signed into law of March 22, 2010, by Governor Christie, and took effect on May 21, 2010. The law requires contributions toward the cost of health care benefits coverage by public employees and certain retirees.
- B. Effective May 21, 2010, all employees must contribute a minimum of 1.5% of current base salary towards their health benefits costs.
- C. Effective May 21, 2010, the Employee, at their discretion, may choose to give up either their health insurance plan, prescription plan, dental plan or all three and be compensated in cash on a monthly basis by the Employer at 25% of the Employer's cost of said plans, or \$5,000.00, whichever is less, subject to the rules and regulations of the New Jersey Health Care Benefits Plan.
- D. In the event that any relevant provision of P.L. 2010,c.2. is repealed or held invalid or unenforceable by an act of the legislature, by operation of law, or by a Court of administrative agency or competent and final jurisdiction, this section, captioned as "Section 5", and all of its provisions shall be null and void, and the remainder of the provisions of such Agreement shall not be affected thereby, but shall be continued in full force and effect.

ARTICLE XV

SEVERABILITY

Section 1: In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court of administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

Section 2: It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XVI

SEVERANCE

Section 1: Upon severance, an employee shall receive compensation to which he is legally entitled as follows:

All accumulated holidays and all accumulated vacation days.

Section 2: Said entitlements shall be paid upon retirement, resignation, lay off or death. Termination does not constitute severance.

Section 3: Unused sick days shall be sold back to the Employer subject to the following conditions:

- A. Upon service or disability retirement under the NJ Police and Fireman's Pension Fund; or
- B. 1. At least 15 years of employment if the retirement is for service rather than disability;
2. Alternatively, he may elect to have the amount to be sold back for accumulated sick days added to his yearly gross salary during the final twelve (12) months of employment prior to retirement and it shall be reported as such to the appropriate pension plan. This is subject to the guidelines of the Division of Pensions. Upon selecting this alternative, he shall give the Borough at least fourteen (14) months written notice prior to retirement.
 - a. Other pay calculations, including overtime and paid time off, shall be based upon the applicable salary as set forth in Schedule "A" or Schedule "B" of Article XII.
 - b. In the event that the retirement is rescinded, the employee shall reimburse the Borough for all monies related to the add-on of the sell back of his regular pay.
 - c. Each unused sick day is valued at \$175.00 per day.

d. 1. Effective January 1, 1998, the employee, at their option, may at the start of their 11th year of employment, sell back to the Borough up to 10 sick days of accumulated sick time per year at the value set forth in Section 3(B)(2)(c) of this article.

2. Effective January 1, 1998, the employee, at their option, may at the start of their 16th year of employment, sell back to the Borough up to 25 days of accumulated sick time per year at the value set forth in Section 3(B)(2)(c) of this article.

3. The employee shall submit to the Borough a request in writing by December 1st of each year, as to the number of days the employee wishes to sell back to the Borough for the following year.

4. Upon retirement, an employee may sell back to the Borough, all remaining unused accumulated sick days at the rate set forth in Section 3(B)(2)(c) of this article, but the maximum monetary compensation under this section to be paid by the Borough to each employee will be \$15,000.00.

5. If an employee retires due to a job related disability, they will be permitted to sell back to the Borough, all of their remaining accumulated sick days at the rate set forth in Section 3(B)(2)(c) of this article, with no maximum amount of compensation.

Section 4: Upon an employee's death, said entitlement shall be paid to the beneficiary, with no maximum amount of compensation.

Section 5: The Employer shall continue to provide, at its expense, the medical coverage referred to in Article XIV of this Agreement at the time of severance, subject to the following conditions:

- A. Upon service related retirement under the New Jersey Police and Fireman's Pension Fund and with 25 years of service with the Employer, medical coverage

shall be limited to three (3) years duration. An officer who comes to the Lindenwold Police Department from another recognized law enforcement unit shall be eligible for the same three (3) years of coverage provided he completed a minimum of 20 years with the Borough of Lindenwold.

- B. Upon work related disability retirement under the New Jersey Police and Fireman's Pension Fund (no years of service requirement and no duration limitation).
- C. In all cases, the retired employee shall cease to be eligible if he/she takes employment with another employer who makes employer-paid medical insurance available and the employee remains employed for 90 days.
- D. The employee, however, upon service related retirement, at their discretion, may choose a one time monetary compensation in lieu of the three (3) years of medical insurance coverage referred to in Article XIV of this Agreement, at the rate of 50% of the three (3) year cost to the Borough of said coverage, to be paid as part of the employee's severance package.
- E. In all cases, the retired employee shall cease to be eligible at age 65.
- F. If an employee dies while employed by the Borough of Lindenwold, the medical coverage for the officer's spouse and children shall continue for an additional three years.
- G. If an employee dies from a service related injury or illness, the surviving spouse and minor children shall continue to receive medical insurance until such time as the surviving spouse remarries or reaches the age of 65, whichever occurs earlier.

H. In cases of service related retirement under the New Jersey Police & Fireman's Pension Fund and with 25 years of service with the employer, in the event the retired employee relocates out of state to an area where the Borough dental or vision coverage is not accepted, the Borough shall pay \$150.00 per month, on an annual basis, for three (3) years beginning from the time period of retirement or where condition 1 and 2 above are met, whichever is sooner.

ARTICLE XVII

MEDICAL EXAMINATION

Section 1: A medical examination and eye examination shall be offered for all employees every odd year. This examination will be by a doctor of the Employer's choosing, at the Employer's expense.

ARTICLE XVIII

LODGE REPRESENTATION AND MEMBERS

Section 1: A duly authorized representative of the Association, designated in writing, after reporting to the office of the Chief of Police and the Public Safety Committee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Association representative shall state, in writing, the purpose of his/her visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal police operations. The Employer shall not be liable for any time lost by the Association representative in excess of four (4) hours per week.

Section 2: Leave of absence with pay to attend and serve as delegates and representatives to annual convention of the Fraternal Order of Police or Police Benevolence Association will be granted in writing to not more than a total of four (4) unit employees during a calendar year, with the extent of leave limited to five (5) days per delegate, plus traveling time. According to law 11A, applications for leave shall be made in writing to the Chief of Police not less than two (2) weeks in advance.

Section 3: Any lodge officer will be given administrative leave to attend state and local lodge business when required. Such leave will be granted with pay.

ARTICLE XIX

LEAVE OF ABSENCE

Section 1: Any employee desiring leave of absence without pay from his/her employment for reasons other than union business shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Chief of Police and Chairman of the Public Safety Committee. The maximum leave of absence during the life of this Agreement shall be a total of one hundred and eighty (180) days and may be extended for a like period by the Chief of Police and the Public Safety Committee. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation or other purposes. The Chief of Police and Chairman of the Public Safety Committee shall have the right to require an employee returning from leave of absence to undergo a physical examination by a physician designated by the Employer, at the Employer's expense, before he or she is returned to the job. Pension contributions by the Borough will not be made for any employee on a leave of absence without pay.

Section 2: An employee who fails to return to work promptly upon the expiration of authorized leave without reasonable notice satisfactory to his/her superior shall be subject to disciplinary action in accordance with department rules and regulations.

Section 3: Absence of an employee from duty, including any absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of leave of absence under these provisions, shall be deemed to be an absence without leave. Any such absence may subject the offender to disciplinary action. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the Chief of Police and the Chairman of the Public Safety Committee, subject to the grievance procedure.

ARTICLE XX

JURY DUTY

Section 1: An employee will be given time off without loss of pay when required to serve on jury duty if it coincides with his normally scheduled hours of work.

ARTICLE XXI

OFF DUTY EMPLOYMENT

Section 1: Off duty assignments shall be handled administratively through the Borough by way of a contract with the outside employer. In such case, the Borough insurance will cover the Officer while on this assignment. Payment shall be made to the Officer in the same manner normal overtime is handled.

ARTICLE XXII

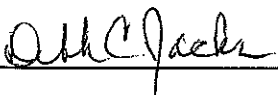
PERIOD OF CONTRACT

Section 1: This Agreement and its provisions shall be retroactive and shall cover the period from 12:00 a.m. January 1, 2013 to midnight on December 31, 2015.

Section 2: This Agreement shall continue in full force and effect during the period of future contract negotiations.

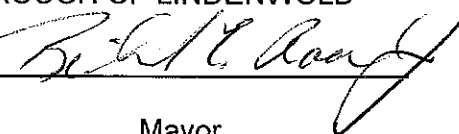
The parties hereto have hereunto executed this Agreement this 3rd day of APRIL, 2013

Attest:



BOROUGH OF LINDENWOLD

By:



Mayor

Attest:

LINDENWOLD SUPERIOR OFFICER'S UNIT

By:

