

**COLLECTIVE BARGAINING AGREEMENT**  
**BY AND BETWEEN**  
**DELAWARE RIVER AND BAY AUTHORITY**  
**AND**  
**FRATERNAL ORDER OF POLICE, LODGE #14**  
January 1, 2010 through December 31, 2012

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**ARTICLE 1**  
**PREAMBLE**

1.1 This contract (hereinafter referred to as the "Agreement") is entered into on the date below by and between the Delaware River and Bay Authority, hereinafter referred to as the "DRBA," "Employer," or "Authority," and the Fraternal Order of Police, Lodge #14, hereinafter referred to as the "Union." It is the purpose of this Agreement to promote and maintain a harmonious relationship between the Authority and its employees covered by this Agreement, to establish an orderly and peaceful procedure in the settlement of differences which might arise, and to provide for joint collective bargaining in the determination of wages, hours, and other conditions of employment of employees covered by this Agreement.

1.2 The Agreement shall not be modified in whole or in part by the Parties except as an instrument in writing only, executed by both Parties.

## **ARTICLE 2 RECOGNITION**

2.1 The DRBA hereby agrees to recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and conditions of employment for those employees of the Authority in the following appropriate unit:

All Patrol Officers (Ptl), Patrol Officers First Class (Pfc), Corporals (Cpl), Senior Corporals (S/Cpl), and Master Corporals (M/Cpl). All other DRBA employees are excluded.

2.2 Unless otherwise indicated, the terms employee and employees when used in this Agreement refer to all persons represented by the Union in the above-defined bargaining unit.

2.3 Upon hiring an employee into a position represented by the bargaining unit, the Authority shall advise the Union in writing of the individual's name, address, date of hire, and position to which the individual is being hired.

2.4 The parties agree that the Authority recognized the Union voluntarily and such recognition was not required by any local, state, or federal law.

2.5 The Authority reserves the right to withdraw recognition from the Union if it has a good-faith doubt as to the Union's continued majority status among the employees covered by this Agreement. Such good-faith doubt shall exist if the majority of the employees in the Unit who vote in a secret-ballot election indicate that they no longer desire the Union to act as their representative for the purpose of collective bargaining. A secret-ballot election shall be held if the Authority is presented with a petition signed by at least thirty percent (30%) of the employees in the Unit indicating that they no longer desire the Union to act as their representative for the purpose of collective bargaining. Such petition shall not be accepted by the Authority until one (1) year has passed from the Union's certification. Such petition shall not be accepted until two (2) years has passed from the effective date of this Agreement. The election shall be administered under the supervision of Deborah L. Murray-Sheppard or another individual agreed upon by the Authority and the Union (the "Arbitrator"). In administering the process, the Arbitrator shall be governed by the Rules and Regulations of the Delaware Public Employment Relations Board ("PERB"). Any decision by the Arbitrator shall be final and binding. The Arbitrator's fees and costs shall be borne by the Authority.

2.6 The Authority shall not be required to participate in bargaining impasse resolution methods including, but not limited to, mediation or binding interest arbitration.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

3.1 Except as modified or restricted by a provision or provisions of this Agreement, all managerial prerogatives and functions are retained and vested exclusively in the Authority in accordance with its judgment and discretion to: manage and direct the work of employees; to demote, reprimand, suspend, discharge, or otherwise discipline employees, except as restricted by this Agreement; to hire, promote, and determine qualifications of employees; to assign and direct their work; to transfer, layoff, and recall to work employees; to set standards of productivity and the services to be rendered; to add or subtract shifts, as needed; to maintain the efficiency of operations; to determine the personnel, methods, and means by which such operations are conducted; to determine the number and types of employees required; to assign such work to employees in accordance with the needs of the Authority as determined by the Authority; to determine employee job duties; to set the starting and quitting time and the hours and shifts to be worked; to subcontract or contract out work covered by this Agreement; to control and regulate the use of facilities, equipment and other property of the Authority; to introduce new or improved equipment and operational methods; to issue, amend, or revise policies, directives, rules, regulations, procedures, and practices necessary to carry out these and all other managerial prerogatives; and to take whatever action that is otherwise necessary in the Authority's judgment and discretion to administer the business and direct the Authority's employees. The Authority's failure to exercise any prerogative or function in a particular way shall not be considered a waiver of the Authority's right to exercise such prerogative or function to preclude it from exercising the same in some other way, not in conflict with the provisions of this Agreement.

## **ARTICLE 4 UNION SECURITY**

4.1 The DRBA hereby agrees to deduct from the wages of employees who so authorize by means of a check-off the dues, fees, and assessments uniformly required by the Union. The Authority, after receipt of a written authorization from each individual employee, agrees to deduct from the employee's gross wages (including overtime and paid annual leave) the amount of dues set forth by the Union. Such deductions shall be made each pay period paid to each employee. In making the deductions as above specified, the Authority shall rely upon the most-recent communication from the Union as to the amount of dues. The total amount deducted shall be transmitted to the Union within ten (10) calendar days after the end of each calendar month.

The Authority agrees to forward the full name and address for all new employees who become eligible for membership. The Authority further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

4.2 The Authority agrees that subject to any applicable law the Union shall be entitled to a representation fee from any employee who elects not to join or resigns from the Union. Such fee shall be in lieu of regular dues paid to the Union by its members for collective bargaining and contract administration services rendered by the Union on behalf of all employees covered by this Agreement.

4.3 The above representation fee which shall be paid by payroll deduction as hereafter set forth shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits inuring only to its members or political and ideological activities, but in no event shall such representation fee exceed eighty-five percent (85%) of the Union's regular membership dues.

4.4 As a condition of the above deduction of any representation fee, the Authority shall be provided by the Union an annual statement setting forth information sufficient to confirm the amount of its regular membership dues which benefits only its members and the cost of any expenditures by the Union for political or ideological activities.

4.5 The Authority shall deduct dues as soon as possible after the tenth (10<sup>th</sup>) day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, or for employees returned from leave without pay.

4.6 The Union hereby agrees that it will indemnify and hold the Authority harmless from any claims, actions, or proceedings brought by the employee in the bargaining unit that arise from deductions made by the Authority in accordance with this provision.

4.7 The Union may demand the suspension of any employee who fails to pay dues or representation fees as required by this Article. The demand shall be in writing and dated and signed by the proper Union officials and shall set forth the exact amount due to the Union.

The Authority shall suspend such employee on the eighth (8<sup>th</sup>) day after the demand is tendered until the employee pays the Union the amount due.

4.8 All DRBA Police Officers shall have the right to join or refrain from joining the FOP. Any employee covered by this Agreement who chooses not to join the FOP shall be required to pay to the FOP a service fee equal to the fee charged to members of the FOP in order to defray the costs in connection with the FOP's legal responsibilities and enrollment in the legal defense plan.

4.9 In addition, any employee covered by this Agreement who chooses not to join the FOP shall be required to pay to the FOP any additional assessment(s) uniformly levied upon all members of the FOP in connection with the costs and expenses relating to collective bargaining. The FOP shall fully and fairly represent all members of the bargaining unit.

**ARTICLE 5**  
**UNION PRIVILEGES**

5.1 Copies of all rules, regulations, and communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation or as soon as possible except as specifically provided elsewhere.

5.2 The Union may appoint a grievance representative. The name of the grievance representative shall be submitted to the Authority after the execution of this Agreement and the Authority shall be advised in writing of any change along with the name of any successor within seven (7) calendar days. The duties of the grievance representative shall include attendance at investigatory meetings and grievance meetings, and the investigation and processing of grievances through the grievance procedure. A grievance representative shall be afforded necessary time during working hours when needed to attend investigatory meetings of the Authority or to attend any grievance meeting in accordance with the steps of the grievance procedure.

**ARTICLE 6**  
**LEAVE FOR UNION ACTIVITY**

6.1 Time off with pay will be granted upon written request to the Police Administrator provided sufficient notice is given to provide relief to not more than two (2) employees at any time for the purpose of attending no more than one (1) Union convention per year. The amount of time off shall be limited to seventy-two (72) hours for such purposes. Requests must be submitted to the Police Administrator at least thirty (30) days in advance of union conventions.

**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

7.1 A grievance shall be a claim either by the Employer, an employee, or by the Union that either the Employer, an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment (other than a claim involving discipline or discharge of employment).

7.2 The Union shall be presumed to be the authorized representative of all of the members of the bargaining unit in grievance proceedings. No grievance shall be filed without the notification and consent of the Union.

7.3 A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the time when the cause for grievance occurred or when the grievant or the Union should have reasonably known of its occurrence, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.

7.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

7.5 The grievance, when it first arises, shall be taken up in writing between the employee, the Grievance Representative, and the Police Administrator or his or her designee. The Police Administrator, or his or her designee shall within ten (10) working days thereafter give a written decision on the grievance.

If no satisfactory settlement is reached during the first informal conference, then such grievance shall be served by the Grievance Representative upon the Chief Operations Officer, or his or her designee, within five (5) working days. Within ten (10) working days thereafter, the grievance shall be discussed between the Chief Operations Officer, or his or her designee, and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

7.6 If the decision given by the Chief Operations Officer to the Union does not satisfactorily resolve the grievance, the Union shall notify the Executive Director, or his or her designee, within five (5) working days, of its desire to meet. The Executive Director, or his or her designee, shall meet with a representative of the Union within twenty (20) working days after receipt of the notice by the Union, unless a longer time frame for the meeting is mutually agreed upon between the parties. A written decision shall be given to the Union within fifteen (15) calendar days thereafter.

7.7 In the event the grievance is not satisfactorily settled by the meeting between the Executive Director, or his or her designee, and the representative of the Union, then within thirty (30) calendar days the Union shall inform the DRBA in writing that the matter is proceeding to arbitration. Not later than ten (10) calendar days after the Union informs the

DRBA, the DRBA and the Union shall jointly request the American Arbitration Association (“AAA”) to furnish to the DRBA and the Union a list of fifteen (15) qualified and impartial arbitrators. Within five (5) working days after receipt of that list by the DRBA and the Union, the DRBA and the Union shall alternatively strike the names from the list until only one (1) name remains. The Arbitrator whose name remains shall hear the grievance under the rules and regulations of the AAA. The Arbitrator shall have the full power to hear and determine the dispute and the arbitrator’s decision shall be final and binding.

7.8 The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

7.9 The fee of the AAA and the fees and expenses of the Arbitrator shall be split equally between the Authority and the FOP. Other than the fees and expenses of the AAA and the Arbitrator, each party shall bear its own arbitration expenses.

7.10 As used in this Article, working days shall mean Monday through Friday, exclusive of holidays.

7.11 The DRBA agrees to make available to the FOP such information, records, documents, etc. as deemed appropriate so that the FOP may make every reasonable effort to ascertain, document, and present the true facts relating to the grievance in order to facilitate an appropriate and timely resolution. The DRBA agrees to assure an unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner.

**ARTICLE 8**  
**NON-DISCRIMINATION**

8.1 Neither the Employer nor the Union shall discriminate against any employee on account of FOP membership or activity, race, religion, disability, national origin, age, sex, sexual orientation, genetic information, gender identity, political affiliation, or any status protected by applicable law.

**ARTICLE 9**  
**PROBATIONARY EMPLOYEE**

9.1 Employees shall be considered probationary for a period of twelve (12) months from the completion of the Authority's Field Training Program. During the probationary period, the affected employee may be terminated from employment at any time for any reason, without recourse to the grievance and arbitration procedure of this Agreement.

9.2 Employees receiving promotion shall be subject to a probationary period in the promoted position of six (6) calendar months; provided, however, that the probationary period shall be extended by the length of any leave of absence, sick leave, annual leave, military leave, or personal leave taken during the probationary period. During said probationary period, the employee may voluntarily or at the option of the Authority be returned to his/her prior position. A decision to return the employee to his/her prior position by the Authority during the probationary period may be for any reason and will not be subject to challenge or recourse under the grievance procedure.

**ARTICLE 10**  
**HOURS OF WORK, PENALTY, OVERTIME, AND PREMIUM PAY**

10.1 The Police Administrator shall establish the work schedule and hours for all employees. Work schedules and hours shall be administered in accordance with Directive 41 issued by the Police Administrator. The Union shall be provided with thirty (30) days notice of any change to such Directive. The DRBA agrees to listen to the FOP's concerns regarding work schedules and/or hours of work, assignments, and staffing levels.

10.2 Employees shall be paid overtime in accordance with Section 207(k) of the Fair Labor Standards Act ("FLSA"). Overtime shall be calculated and paid in fifteen (15) minute intervals.

10.3 Canine officers shall be compensated as set forth in the Canine Officer Compensation Policy contained in Directive 22.

10.4 Employees who perform work on overtime will be given the option of commuting overtime to compensatory time, as provided in the Authority's Compensatory Time Policy. Employees must submit their compensatory time requests to their supervisors for authorization within 24 hours of overtime worked; otherwise, they will be paid overtime pay for overtime hours worked.

10.5 Employees who act as a sergeant for three (3) or more shifts shall receive an additional five percent (5%) on their regular rate of pay, retroactive to the first day worked as sergeant.

10.6 Employees shall be compensated for court standby and court call in as provided in Section 82.3.9IVC and Section 82.3.9 IVE of the Court Liaison Directive.

10.7 Any employee who is contacted during off-duty hours for matters which concern official business shall be paid for in accordance with the FLSA.

## **ARTICLE 11 SENIORITY**

11.1 An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the date the employee was sworn as an Authority Police Officer. When more than one (1) employee has the same hire date, last four (4) digits of the employee's social security number will break any seniority ties.

11.2 The Authority shall maintain an updated seniority list which shows the individuals' seniority. A copy of the list shall be provided to the Union as well as copies of any changes to the list as they occur.

11.3 Layoffs of non-probationary employees shall be in inverse order of seniority. The least-senior employee shall be laid off first.

11.4 In the event the Authority decides to fill a vacancy, the Authority must first attempt to recall any laid-off employee for a period of two (2) years from the date of the employee's layoff. The employee shall be given notice of recall by telegram, registered mail, or certified mail (return receipt requested) sent to the address last given by the employee to the Authority with a copy sent to the Union. It shall be the responsibility of the employee to keep the Authority informed of his/her current address and telephone number. Within ten (10) calendar days after the Notice of Recall was sent, the employee must notify the Authority by telegram, registered mail, or certified mail (return receipt requested) of his/her intent to return to work and must actually report to work on the date specified in the Notice of Recall unless it is mutually agreed in writing that the employee need not return to work within said time. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

11.5 Seniority shall be lost and terminated by:

- a. Voluntarily quitting the service of the Authority;
- b. Absence from work for three (3) consecutive working days without notifying the Authority, without reasonable cause, in which case the employee shall be considered for purposes of seniority to have quit voluntarily;
- c. Discharge for just cause;
- d. Failure to return to work after a layoff within seven (7) days after Notice of Recall by certified mail to the employee's last known address, unless prevented from so returning to work by sickness or other unavoidable cause;
- e. Layoff for twelve (12) consecutive months in the case of employees with less than forty-eight (48) months' of service at the time of layoff; layoff for twenty-four (24) months in the case of employees with forty-eight (48) or more months' of service at the time of layoff;

- f. Exceeding a leave of absence;
- g. Engaging in gainful employment during a leave of absence except when such leave is expressly granted for that purpose;
- h. Failure to return to work within a year for non-work-related illness or injury in the case of employees with less than four (4) years' of service at the onset of the absence; failure to return to work within two (2) years for non-related illness or injury in the case of employees with four (4) or more years' of service at the onset of absence.
- i. Failure to return to work for work-related illness or injury for an employee within one (1) year or less seniority and within two (2) years for an employee with more than one (1) year seniority.
- j. Retirement from the Authority, i.e., receiving benefits under the DRBA's plan.

11.6 Seniority shall not accumulate for employees who have been permanently transferred or permanently promoted out of the bargaining unit unless they are returned to the bargaining unit within one hundred twenty (120) days worked.

**ARTICLE 12**  
**HOLIDAYS**

12.1 The following shall be paid holidays for employees:

New Year's Day; Independence Day; Martin Luther King, Jr., Birthday; Labor Day; President's Day; Veteran's Day; Good Friday; Thanksgiving Day; Memorial Day; Christmas Day; the Day after Thanksgiving.

12.2 Employees who do not work on a holiday shall be paid eight (8) hours at the employee's regular hourly rate.

12.3 Employees who work on a holiday listed in 12.1 shall receive eight (8) hours of holiday pay at their regular rate plus one and one-half (1.5) times their regular rate of pay for all hours worked on the holiday.

**ARTICLE 13  
ANNUAL LEAVE**

13.1 Employees receive credit for and accumulate annual leave for each complete calendar month of service. An employee's accrual of annual leave begins on the date of hire. Employees shall be paid for time taken on annual leave at their regular hourly rate of pay.

13.2 Annual leave shall be earned as outlined below:

<b>YEARS OF SERVICE</b>	<b>RATE OF ACCUMULATION</b>	<b>MAXIMUM ACCUMULATION</b>
Less than 5	8 hours/month	200 hours
5 or more but less than 10	10 hours/month	240 hours
10 or more but less than 15	12 hours/month	280 hours
15 or more but less than 20	14 hours/month	320 hours
20 or more	16 hours/month	400 hours

13.3 Whenever an employee resigns, retires, or whose employment is terminated for any reason, or the employee dies while in the service of the Authority, the employee or the employee's estate shall be paid for accrued, unused annual leave up to the maximum allowable accumulation set forth in Article 13.2 and per applicable law.

13.4 The Authority shall continue to schedule annual leave in accordance with Directive 22.

13.5 Approved annual leave shall not be cancelled in order to avoid payment of overtime.

**ARTICLE 14**  
**BULLETIN BOARDS**

14.1 The Authority will provide a lockable bulletin board to be located adjacent to the Roll Call Room at each facility. A specific person designated by the Union will hold a key and be responsible for the content of said bulletin board. No material that is defamatory to the Authority or its employees or is inflammatory with respect to the Authority or its employees may be posted. All posted material must be legibly signed for by a Union official and a copy of said material must be supplied to the Executive Director or his or her designee before being posted on said bulletin board.

**ARTICLE 15**  
**STRIKES/SLOWDOWNS**

15.1 The Union agrees that there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned duty or the abstinence in whole or in part from full, faithful, and proper performance of the duties of employment.

15.2 In the event the prohibited activities listed above do occur, the Union's officers shall promptly and publicly disavow such prohibited activity and order their members to return to work and the proper performance of their duties.

15.3 Should an employee engage in conduct prohibited by Article 15.1, the employee shall be subject to discharge.

**ARTICLE 16**  
**SICK LEAVE**

16.1 Employees will be credited with ten (10) hours sick leave for each calendar month completed.

16.2 Sick Leave shall be granted when an employee is required to be absent from work:

- a. Due to illness/injury of the employee;
- b. Due to serious illness of an employee's spouse, child, or parent requiring the employee's personal attendance (maximum ten (10) days per calendar year);
- c. Due to contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees;
- d. Due to necessary medical or dental attention that cannot be scheduled during nonworking hours;
- e. In accordance with the terms of the Authority's Family and Medical Leave Policy;
- f. In accordance with the terms of the Authority's Alcohol and Drug Policy.

16.3 Paid sick leave in excess of four (4) consecutive working days must be supported by a doctor's certification of the illness or disability. The Authority may require a doctor's note for any sick leave absence provided the employee is given advance, written notice. The notice itself shall not be considered a warning for discipline purposes.

16.4 A permanent full-time employee who is absent from work because of a job-related injury or job-related illness will continue to accrue sick leave hours during such period of absence provided: (1) they meet the applicable qualifications for workers' compensation or protection and indemnity insurance; and (2) they are not on long-term disability.

16.5 Sick leave shall be paid in the same manner as all other similarly-situated Authority employees.

16.6 The parties agree to be bound by the Authority's Family and Medical Leave Policy currently in effect and any changes thereto mandated by law.

16.7 Employees shall have the right to use annual leave.

16.8 Employees temporarily disabled by injury or other medical condition shall be eligible for restricted duty under the Authority's Restricted Duty Policy.

16.9 Employees may not use sick leave for annual leave unless authorized by the Authority. An employee needing sick leave shall notify his/her supervisor of the fact and reason in advance, when possible, or otherwise, by the end of the first hour of absence or as soon as practicable. Failure to do so may be cause for denial of pay for the period of absence.

16.10 Employees shall be permitted to continue in the Authority's sick leave donation policy.

**ARTICLE 17**  
**DISCHARGE/DISCIPLINE**

17.1 The Authority shall notify the Union promptly of any decision to suspend or discharge an employee within forty-eight (48) hours.

17.2 An employee who is terminated for just cause shall receive all pay due for work performed to the effective date and hour of termination. Said employee shall also be paid for any unused earned annual leave and accrued annual leave earned up to the maximum set forth in Article 13, as well as any unused accumulated sick days in accordance with Article 16, if applicable.

17.3 In the event that any employee has been suspended and that suspension is upheld, that employee, upon expiration of that suspension, shall be fully reinstated to his/her former position with no loss or impairment of any of his/her rights under this Agreement or other rules and regulations of the Authority, subject to any ongoing conditions mutually agreed or upheld in the grievance process.

17.4 Unless waived in writing, there shall be a grievance representative present whenever the Authority meets with an employee about discipline or to conduct investigatory interviews concerning conduct which may reasonably be concluded could lead to discipline of that employee. If a grievance representative is unavailable, the employee may designate a bargaining unit member who is available at the time of the meeting. An employee who does not want a grievance representative or available bargaining unit member present at any meeting or interview where the employee has a right to union representation must waive Union representation in writing. If the Union requests a copy of the waiver, the Authority shall promptly furnish it.

17.5 The Authority shall comply with the Delaware and New Jersey Policeman's' Bill of Rights.

**ARTICLE 18**  
**BEREAVEMENT LEAVE**

18.1 Any permanent full-time employee who suffers the death of an immediate family member shall be granted twenty-four (24) consecutive compensated working hours' bereavement leave.

For purposes of this Article, an immediate family member shall be mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, spouse, son, daughter, step-son, step-daughter or grandchild.

18.2 Employees shall be granted eight (8) compensated working hours' bereavement leave with pay for the following:

relatives: son-in-law, daughter-in-law, nephew, niece, aunt, uncle, brother-in-law, sister-in-law, grandparent-in-law, step-parent, domestic partner, the son or daughter of the employee's domestic partner and any minor child for whom the employee has assumed or carries out the parental responsibilities, or any other relative living in the employee's household.

A domestic partner is a person with whom the employee's life is interdependent, with whom the employee maintains a committed relationship, and with whom the employee shares a mutual residence.

18.3 The Authority, at its option, may require an employee to provide proof of the death of the relative and the relationship to the employee utilizing bereavement leave.

**ARTICLE 19**  
**MILITARY LEAVE**

19.1 The Authority recognizes the right and duty of its employees to serve in the units of the U.S. Armed Forces, Reserves, and the National Guards. As such, military leave will be granted in accordance with the applicable federal and/or state statutes.

19.2 The employee will be allowed this time off without supplementary pay.

19.3 In the event an employee is conscripted into military service, his or her seniority and length of service at the time of conscription shall be maintained until ninety (90) days after his or her release or discharge from such involuntary military service.

19.4 Employees shall be allowed leave for military reserve training duty.

19.5 The Authority shall provide supplementary pay to permanent full-time employees covered by this Agreement in the event that such pay is provided to other permanent full-time employees of the Authority.

**ARTICLE 20**  
**PERSONAL LEAVE**

20.1 After six (6) months of employment, employees shall be provided twenty-four (24) hours of paid personal leave annually which shall be compensated at the employee's regular rate of pay. Any unused personal leave shall expire at the end of the year.

**ARTICLE 21**  
**SAVINGS CLAUSE**

21.1 Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other Articles of this Agreement shall remain in full force and effect for the duration of this Agreement.

21.2 The parties agree that in the event of the above in Article 21.1 then the parties shall meet and renegotiate a replacement provision or provisions that may have been indirectly affected.

21.3 Any provisions rendered or declared invalid shall not be binding on the Authority or the employees or the Union.

**ARTICLE 22**  
**HEALTH BENEFITS**

22.1 The Authority agrees to provide to all permanent full-time employees the opportunity to be covered by any of the health plans (including prescription plan and vision) offered to the Authority employees by the Authority with the same employee premium contribution as provided to Authority employees.

22.2 The Authority agrees to continue to provide to all permanent full-time employees and their dependents dental plans that are offered to all Authority employees generally. Employees shall be required to pay the same co-pays as that of all other similarly situated Authority employees.

22.3 The Authority agrees to continue to provide to all permanent full-time employees life insurance benefit plans that are offered to all Authority employees generally. Employees shall be required to pay the same co-pays as that of all other Authority employees.

22.4 The Authority reserves the right to change any of the benefits provided herein including providers of said benefits provided that said change applies to all permanent full-time employees of the Authority and not just those covered by this Agreement.

22.5 The Authority will maintain a policy consistent with the Health Insurance Portability and Accountability Act (“HIPAA“) guidelines to ensure confidentiality of employees’ medical information.

**ARTICLE 23**  
**RETIREMENT BENEFITS**

23.1 The Authority shall continue the existing Defined Benefit Plan (Employees' Retirement Plan), Defined Contribution Plan (Money Purchase Plan), and retiree medical benefits currently in effect. The Authority reserves the right to change any of the plans set forth herein provided that said change applies to all permanent full-time employees covered by the plans and not just the employees covered by this Agreement.

23.2 The Authority shall provide employees with an annual statement regarding the status of their retirement benefits.

**ARTICLE 24**  
**COMPENSATION**

24.1 Salaries shall be as set forth in Exhibit A to this Agreement.

**ARTICLE 25**  
**LETTERS OF AGREEMENT**

25.1 Letters of Agreement entered into between the Authority and the Union shall be incorporated into this Agreement and binding upon the parties as if they were fully set forth in this Agreement. Letters of Agreement shall not be confidential unless the parties agree to such confidentiality in writing.


**ARTICLE 26  
EFFECTIVE DATE**

26.1 This Agreement is effective upon ratification by the Union and the DRBA Commissioners and will expire on December 31, 2012. The Agreement will continue year-to-year beyond December 31, 2012, unless one party gives at least sixty (60) days written notice to the other of its intent to terminate or modify the Agreement.

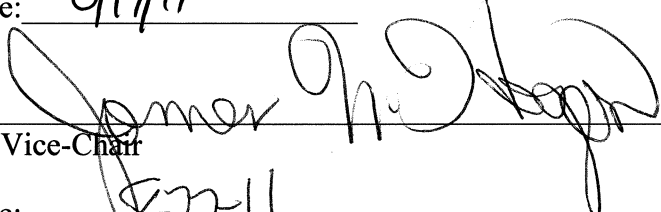
26.2 This Agreement shall be deemed to have become final and binding upon the parties hereto only upon the fulfillment of the following conditions:

- a. Ratification of the Agreement by the membership of the Union;
- b. Written notification of such ratification given by the Union to the DRBA; and
- c. Ratified by the Commissioners.

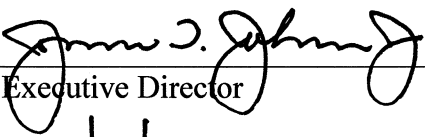
FOR THE DELAWARE RIVER AND BAY AUTHORITY

By:   
WS Chair

Date: 8/17/11

By:   
Vice-Chair

Date: 8-22-11

By:   
Executive Director

Date: 8/17/2011

FOR FRATERNAL ORDER OF THE POLICE, LODGE #14

By: 

Date: 8/24/11