

**AGREEMENT
BETWEEN THE
BOROUGH OF BROOKLAWN
CAMDEN COUNTY
NEW JERSEY**

AND

**THE CAPTAIN OF POLICE
OF THE
BOROUGH OF BROOKLAWN**

**FOR THE YEARS
2008, 2009, 2010 & 2011**

This Agreement, dated the _____ day of _____, 200 , is entered into between the BOROUGH OF BROOKLAWN (herein after referred to as the BOROUGH) and the POLICEMENS BENEVOLENT ASSOCIATION, LOCAL #30 (herein after referred to as the CAPTAIN).

ARTICLE 1 – UNION RECOGNITION

The BOROUGH hereby recognizes the P.B.A. #30 as the sole and exclusive collective bargaining majority representative of the Captain of Police.

ARTICLE 2 – CONTRACT PERIOD

This AGREEMENT shall remain in full force and effect from the date set forth above through December 31, 2011. The salary and all other Articles contained herein are retroactive to January 1, 2008.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which may arise affecting the terms and conditions of the employment. Nothing herein contained shall be construed to limit the rights of an employee having a grievance to discuss the matter informally with his Superior Officer, and having the grievance adjusted without the intervention of the P.B.A.

Definition:

The term "Grievance" as used herein means a complaint by an employee that, as to him, there has been an inequitable, improper or unjust application, interpretation or violation of this AGREEMENT.

Presentation of Grievance:

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or designated P.B.A. Representative or Counsel to appear with him.

Steps of Grievance Procedure:

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this AGREEMENT:

STEP 1

The aggrieved shall institute action, in writing, signed and delivered to the Chief of Police within ten (10) calendar days of the occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

The Chief of Police shall render a decision in writing within ten (10) days after receipt of the grievance.

STEP 2

Should the aggrieved disagree with the decision of the Chief of Police, then and in that event, the aggrieved may, within ten (10) calendar days of the decision, submit the grievance to the Chairperson of the Public Safety Committee. The grievance shall be in writing and signed. Within five days of receipt of the Grievance, the Chairperson of the Public Safety Committee shall render a written decision.

STEP 3

Should the aggrieved be dissatisfied with the Chairperson's decision, such person has ten (10) calendar days in which to request the presentation of his grievance to the entire Borough Council. The Borough Council shall review the decision of the Chairperson of the Public Safety Committee, together with the disputed areas submitted by the aggrieved at the next regularly scheduled Council meeting following the submission of the grievance to it. The aggrieved and/or P.B.A. Representative or counsel may request an appearance before the Borough Council. The Council will render its decision within ten (10) days of the council meeting at which the grievance was presented to them.

STEP 4

Should the Bargaining Unit be dissatisfied with the decision of the Borough Council, then and in that event, the Bargaining Unit has ten (10) calendar days with which to request the appointment of an Arbitrator.

A request for arbitration by the Bargaining Unit will be made to P.E.R.C. to submit a ROSTER OF PERSONS QUALIFIED to function as an Arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, they will request P.E.R.C. to submit a second roster of names.

If the parties are unable to select a mutually satisfactory Arbitrator from the second list, in accordance with P.E.R.C. procedures, P.E.R.C. may be requested by either party to designate an Arbitrator.

The Arbitrator shall limit himself to the issues submitted and shall consider nothing else. He/She can add nothing to, nor subtract anything from, the AGREEMENT between the parties or any policy of the BOROUGH. Only Borough Council, the aggrieved and the Bargaining Unit shall be given copies of the Arbitrator's Report of Finding and Recommendations.

The Arbitrator's fee shall be divided equally amongst the parties.

ARTICLE 4 – SEVERABILITY

In the event that any provision of the AGREEMENT between the parties shall be held by operation of law, or by the order of any Court or Administrative Agency of competent and final jurisdiction, to be invalid or unenforceable, the remaining Provisions of such AGREEMENT shall not be affected thereby, but shall be continued in full force and effect.

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, revision or substitution for such clause or clauses. Said notice is to be given ten (10) days after the date that the provision is declared invalid or unenforceable.

It is also agreed that any provision that may be modified, revised or substituted shall be equal to or better than that provision, clause or clauses.

ARTICLE 5 – LEAVE OF ABSENCE WITH PAY

In the event of a death in the Captain's immediate family, an employee shall be entitled to a leave of absence with pay not to exceed forty-eight (48) hours from the date of death through the date of the funeral. Immediate family shall be defined as spouse, parents, children, brothers, sisters and grandparents or grandchildren. This shall also include the immediate family members of the Captains spouse.

The Captain shall be entitled to forty-eight (48) hours per year to attend to personal business upon notification to and approval from the Chief of Police.

ARTICLE 6 – HEALTH INSURANCE COVERAGE

The BOROUGH agrees to pay for the full cost and provide coverage for the Captain and his dependants in accordance with the definition of the same by the insurance carrier for hospitalization and medical insurance provided by the BOROUGH through the Health Insurance fund at the level known and understood as "Patriot V", with no employee contribution.

Should the Captain desire to obtain a different level or enhanced level of insurance and/or coverage through the HIF, an employee contribution would be commensurate with the contributions being made by other employees of the Borough to their health insurance.

ARTICLE 6a – DENTAL INSURANCE COVERAGE

The BOROUGH agrees to pay the full cost and provide coverage for the Captain and his dependants in accordance with the definition of the same by the dental insurance through ORACARE GROUP, PLAN A.

ARTICLE 6b – VISUAL / EYEWEAR INSURANCE COVERAGE

In lieu of a vision program, the BOROUGH agrees to provide for the reimbursement for vision care costs for the Captain and/or his dependants as follows: Up to \$350.00 per year, per employee or family.

This reimbursement to the Captain will be made within thirty (30) days after he submits to the BOROUGH, a receipt stating the cost(s) of said treatment, and a description of said treatment care or device provided to him or eligible dependants. Said vision care may be performed by the Optician/Optomestrist/Provider of the Captain's own

choice.

ARTICLE 6c – PRESCRIPTION REIMBURSEMENT

The BOROUGH will provide a Prescription Drug Plan with a \$10.00 Brand Name / \$5.00 Generic co-pay per prescription, to be administered at the sole discretion of the BOROUGH.

ARTICLE 7 – MEAL ALLOWANCE

When the Captain is on assignment causing him or her to work more than two (2) hours beyond his regularly scheduled shift, he may receive a meal allowance upon application to the Chief of Police. Said meal allowance will be defined as \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.

ARTICLE 8 – REIMBURSEMENT FOR COST(S) WHILE ATTENDING SCHOOLS OR SEMINARS

When the Captain is required by the Chief of Police to attend a Police Academy, Technical School, Seminar or Weapons Qualifications Program for training in relation to his employment, the Captain shall be reimbursed for the reasonable expenses incurred for meals, transportation (if a private vehicle is used) and lodging while attending said training. Reimbursement for meals and lodging will be made only if approved by the Chief of Police in advance and if said training required the Captain to be in attendance beyond his regularly scheduled shift hours. Meal allowance will be computed as set forth in Article 7 above. In order to be reimbursed for transportation, meals and lodging, the Captain must present proof of the actual expenditure. Transportation reimbursement for Captain's use of his own vehicle shall be set at the prevailing I.R.S. rate per mile based upon the actual mileage from the Borough of Brooklawn to and from said place or training.

ARTICLE 9 – ATTENDANCE AT COURT OUTSIDE REGULAR DUTY HOURS

- A. In the event that the Captain is required to attend Court other than the Municipal Court of the Borough of Brooklawn, and the Captain is not on duty at the time, then the Captain shall be entitled to receive mileage allowance at the prevailing I.R.S. rate per mile, based upon the actual mileage from his place of residence to said court.

- B. When the Captain is required to attend the Municipal Court of the Borough of Brooklawn, or any other court by subpoena, and the Captain is not on duty at the time, then and in that event, the Captain shall be entitled to receive a minimum of three (3) hours of his pay (as stated in Article 14) at the rate of time and one half. In order to be compensated for Court appearances, the Captain must sign in and out of Court with the Court Administrator. When the Captain is required to attend Court other than the Municipal Court of the Borough of Brooklawn, he must notify the Chief of Police in advance and submit an appropriate voucher to receive overtime pay.**

If the Captain is on Stand-by for a Court appearance shall be entitled to receive a minimum of three (3) hours of his hourly pay at the rate of time and one half.

ARTICLE 10 – UNIFORMS AND EQUIPMENT

The Captain shall be entitled to a Uniform and Equipment Allowance each year under the AGREEMENT in the amount of \$1,400.00 per year. The Captain may purchase approved uniforms and equipment from the vendor of his own choice and be reimbursed for such purchases from the balance of his uniform allowance after providing proof of such purchase(s). Cost(s) paid for by the Captain for upkeep, cleaning, etc. of his uniforms may also be reimbursed to the Captain out of the balance of his allowance, provided that proof of those costs and/or payment be provided to the BOROUGH.

It is agreed that a soft concealable vest of body armor of ballistic material (Bullet Proof Vest) will be replaced after five (5) years of use and that another vest would be issued at no cost to the Captain.

In the event that the Captain's uniform or equipment is damaged, destroyed or depleted by the Captain acting in the course of and within the scope of his employment, the uniform and equipment allowance shall be utilized to repair or replace that portion of the uniform or equipment which had been destroyed or damaged.

In the event that the Captain's eyeglasses or contact lenses are destroyed or damaged while the Captain is acting within the scope of his employment, then and in that event, the BOROUGH agrees to repair or replace said eyeglasses or contact lenses which have been destroyed or damaged without cost to the Captain. Eyeglasses or contact lenses are defined to be corrective lenses as prescribed by an Ophthalmologist

or Optometrist.

ARTICLE 11 – WEAPONS QUALIFICATIONS

The Captain shall be issued the number of rounds necessary for him to qualify on his service weapon in accordance with the policies established by the Chief of Police and/or the Attorney General of the State of New Jersey.

ARTICLE 12 – TRAVEL EXPENSES

When traveling outside the Borough of Brooklawn on official business at the explicit direction of the Chief of Police, the Captain shall be reimbursed for reasonable expenses incurred in such travel if a Borough vehicle is not supplied. The Borough shall endeavor to provide a vehicle for such travel, and when such vehicle is not provided and the Captain is required to use his own vehicle, the Captain shall be reimbursed at the prevailing I.R.S. rate per mile computed upon the actual mileage to and from the Borough of Brooklawn to the ultimate destination. Reasonable expenses may include, but are not limited to, reimbursement for meals and lodging in accordance with the conditions set forth in Articles 7 and 8.

ARTICLE 13 – HOLIDAYS

By virtue of the nature of employment, the Captain is scheduled for tours of duty that may fall on normal recognized legal holidays.

Holidays to be designated are as follows: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Thanksgiving Day and Christmas Day.

Should the Captain be scheduled to work his tour of duty on any one of those above listed Holidays, in addition to regular pay, shall also be compensated for that day at a rate of time and one-half. This pay shall be given by submission on the appropriate voucher, submitted thru the Chief of Police, and payment shall be made no later than the last regularly scheduled pay date of the current calendar year.

ARTICLE 14 – SALARY

2008	\$ 70,674.49	(\$ 33.98/hr.)
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2009	\$ 73,501.47	(\$ 35.34/hr.)
2010	\$ 76,441.53	(\$ 36.75/hr.)
2011	\$ 79,499.19	(\$ 38.22/hr.)

ARTICLE 15 – TRAINING

- A. When the Captain is required to attend a Police Academy, Technical School, Seminar or Firearms Qualification Program in conjunction with his employment, he shall receive normal pay and allowances during attendance at such program and receive overtime if required to attend during off-duty hours. The Chief of Police shall have the discretion to rearrange the work schedule to reduce expenses whenever deemed necessary.
- B. The Captain may attend up to 60 hours per year of Schools, seminars or Training of his choosing, provided they are job or assignment related and approved by the Chief of Police. Should those Schools, Seminars or Training Programs be attended during regularly scheduled hours, the Captain shall not suffer any loss of pay.
- C. The Captain may use any portion of the 60 allowable hours of training. Any unused hours shall not accumulate nor shall the Captain be entitled to any compensation for them.

ARTICLE 16 – CALLBACK AND RECALL

- A. A callback of a shift or any comparable unit during a declared emergency, which has been so proclaimed by the Chief of Police, shall result in payment of overtime to the Captain so serving during the emergency.
- B. The Captain may elect to receive Compensatory Time (also known as "Comp Time") in lieu of receiving overtime pay. The formula used to determine Comp Time shall be the same as if the employee would receive actual cash payment(s); that being at the rate of time and one half of earned hours or portion(s) thereof. The Captain may accumulate up to two hundred forty (240) hours of Comp Time. Comp Time may be sold back and/or carried over.

If the Captain is directed to, and returns to work during periods other than his or her regularly scheduled shift, he shall be paid at

the rate of time and one-half, and he shall be guaranteed a minimum of four (4) hours pay at his overtime rate or "comp time".

ARTICLE 17 – MANAGEMENT RIGHTS

The BOROUGH reserves to itself the sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this AGREEMENT, in accordance with applicable laws and regulations including N.J.S.A. 34:13a-5.3(a); to direct employees in positions of the Department; (b); hire, promote, demote, discharge or take disciplinary action(s) against employees for legitimate reasons; (c); to maintain efficiency of Department operations entrusted to them; (d); to determine the methods, means and personnel by which said operations are to be conducted; (e); to establish reasonable work rules; (f); to whatever actions which may be necessary to carry out the mission of the Police Department in situations of emergency.

ARTICLE 18 – VACATION

The Captain shall be granted vacation Leave as follows:

320 Hours of Vacation Leave.

The scheduling of Vacation Leave shall be determined by the Chief of Police in consultation with the Chairperson of the Public Safety Committee, so that there will be appropriate coverage for the BOROUGH at all times.

Vacation Leave pay will be computed based upon the annual salary of the Captain.

Vacation Leave should be scheduled and taken within the calendar year in which it is earned; however, the Captain may accumulate up to 120 hours of his Vacation Leave for one additional year, but no further.

In the event that the Captain decides to forgo up to 120 hours of his Vacation Leave, or part thereof, and wishes to serve on duty during that time, he is given the right to do so. However, notification of his desire to work during the Vacation Leave must be approved by the Chief of Police in the proceeding year and notification to the Governing Body must be given by the Captain prior to the first day of October in

the year proceeding the Vacation. The purpose of said notification is to insure the appropriate budgetary commitments will be made by the BOROUGH, and this clause must be strictly enforced.

Prior continuous service in the Borough of Brooklawn will be computed in determining the years of service for computation of Vacation Leave.

ARTICLE 19 – SICK LEAVE

Sick Leave shall be granted as set forth by Department of Personnel (Civil Service) Laws and Regulations of the State of New Jersey; 4A:1-17.4 / 4A:1-17.5.

The Captain is entitled to "sell back" to the BOROUGH, at the rate of 75% its value, up to 180 hours of his unused Sick Leave per year. Should the Captain decide to sell back that unused Sick Leave, such payment will be made to him at the next regularly scheduled pay date after which the Sick Leave days are sold back.

ARTICLE 20 – SHIFT DIFFERENTIAL

When the Captain is working between the hours of 4:00 p.m. to 8:00 a.m. inclusive, he shall receive ten (10) percent per hour on top of his base salary.

Shift differential shall be paid to the Captain on a Quarterly basis.

All work schedules shall be set by the Chief of Police.

ARTICLE 21 – LOCAL REPRESENTATIVE AND MEMBERS

A duly authorized Representative of the Local, designated in writing, after reporting to the office of the Chief of Police, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for the investigation of complaints that this AGREEMENT is being breached. Upon request, the Local Representative shall state in writing, the reason for the 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 otherwise obstruct normal Police operations.

ARTICLE 22 – PHYSICAL EXAMINATION

The BOROUGH shall furnish to the Captain, a yearly complete Physical Examination. The full cost of such Physical Examination shall be assumed by the BOROUGH. The BOROUGH shall designate the Physician; it must be an Out-Patient Physical, and said Physical can be conducted on the Captain's on-duty time.

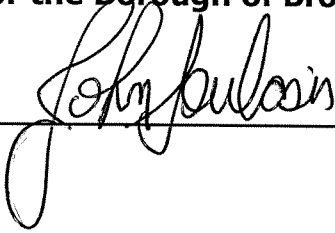
ARTICLE 23 – INJURY ON THE JOB

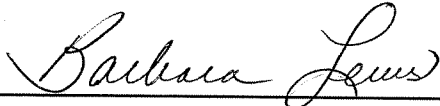
The BOROUGH shall pay the base salary to the Captain who, because of an illness or injury arising out of the performance of his duties, is unable to perform his usual or customary employment for the period of the work disability; such period not to exceed one year for an illness or injury arising out of the same cause or incident. Provided, however, that the right to any amount of Workmen's Compensation Insurance shall be surrogated to the BOROUGH for the base salary paid to the Captain.

ARTICLE 24 – TERMINATION OF AGREEMENT

Contractual negotiations for the replacement of this AGREEMENT will commence no later than one hundred and fifty (150) days prior to the expiration of this AGREEMENT. The expiration of this AGREEMENT is December 31, 2011.

For the Borough of Brooklawn





Captain of Police

