

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF SWEDESBORO

and

POLICE BENEVOLENT ASSOCIATION LOCAL #122

and

SWEDESBORO POLICE ASSOCIATION

2007-2010

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AGREEMENT

Preamble

This Agreement, made and entered into by the Borough of Swedesboro, New Jersey, this 6th day of MARCH, 2008, between the Borough of Swedesboro, in the County of Gloucester and the State of New Jersey, hereinafter referred to as Borough or Employer, and the Policemen's Benevolent Association Local 122 on behalf of the Swedesboro Police Association, as bargaining agent for all regular police officers of Swedesboro Police Department, excluding the Chief of Police, hereinafter referred to as the Association.

Witnesseth

WHEREAS, the Borough and the Association recognize and declare that providing quality police protection for the Borough is their mutual aim; and

WHEREAS, the Borough has an obligation to negotiate with the bargaining agent Association as the representative for the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to conform in this Agreement;

NOW, THEREFORE, in the considerations of the following mutual covenants, **IT IS HEREBY GRANTED** as follows:

ARTICLE I RECOGNITION

Section 1. The Borough hereby recognizes the Association as the representative of all regular police officers of the Borough of Swedesboro Police Department, excluding the Chief of Police, for the purpose of collective negotiations with respect to the terms and conditions of employment.

Section 2. Unless otherwise indicated, the term "police officer," "employee," or "employees" when used in this Agreement refers to all persons represented by the Association as defined in the previous section.

ARTICLE II NON-DISCRIMINATION

Section 1. The Borough shall not discriminate in any way against any employees because of their Association activities.

Section 2. The rights of both the Borough and the employees shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

Section 3. Employees shall retain all Civil Rights under the New Jersey State and Federal laws.

Section 4. This Agreement shall not be changed or amended except by mutual agreement reduced to writing and duly expressed by the parties hereto.

ARTICLE III MANAGEMENT RIGHTS

Section 1. The Employer, on its own behalf and on behalf of the taxpayers of the Borough

of Swedesboro, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey, and of the United States, including, but not without limiting the generality of the foregoing, the right:

- a. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and to transfer all employees, within the Police Department.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer. The adoption of policies, rules, regulations, and practices in furtherance thereof, and uses of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such specific and express terms hereof, are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.

Section 3. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the New Jersey laws or any other national, state, county, or local laws or regulations.

Section 4. Nothing in the Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless otherwise stated. The parties agree that the employees shall continue to serve under the discretion of the Chief of Police in accordance with Employer's Administration policies, rules, and regulations, provided that the provisions of this Agreement shall supercede and prevail over any conflicting provisions.

Section 5. It is understood that, under the rulings of the Courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding anything contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are contained and expressly required by the courts to be retained by the Employer.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, a grievance is defined as a dispute between the Employer and any employee by reason covered hereby with respect to working conditions or the alleged violations of a specific provision of the Agreement, provided that the term "grievance" shall not apply to:

- a. any manner for which a method of review is prescribed by law, or
- b. any manner, which, according to law, is either beyond the scope of authority of the Borough of Swedesboro alone, or
- c. a complaint of any employee which arises from he or she not being employed or re-employed.

Any grievance must be presented in writing within ten (10) calendar workdays after the aggrieved person knows of the event or events on which the claim is based or else such grievance is deemed waived. The written grievance shall specify:

- a. the specific nature of the grievance and if a contract problem is claimed, the contract claims violated;
- b. the results of previous discussions;
- c. the date and time the 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 proceed and be processed as follows:

Step 1. The aggrieved party(s) and the Chief of Police or his designee, shall within five (5) calendar days of said filing, informally meet and discuss the grievance. The Chief of Police shall render his decision in writing within ten (10) days after the discussion of the grievance with the aggrieved party(s). Failure to render a decision within the ten (10) day period shall permit the aggrieved party(s) to automatically move to step 2.

Step 2. In the event that the grievance has not been resolved at step 1, the aggrieved party(s) shall, in writing and signed, file the grievance including all previous documents with the Grievance Committee within ten (10) calendar days of the conclusion of step 1. The aggrieved party(s) shall meet with the Grievance Committee and the Chief of police to discuss the grievance. The Grievance Committee shall render a decision within ten (10) days from the receipt of the grievance. If no written response is rendered, the grievance is deemed to be denied, and the grievance is automatically denied, and the grievance may automatically proceed to step 3.

Step 3. In the event that the grievance has not been resolved at step 2, the aggrieved party(s) shall in writing and signed, file the grievance with all previous documents with the Borough Council. The Borough Council and the aggrieved party(s) shall meet to discuss the grievance within ten (10) calendar days to review said grievance. The Borough Council shall, in writing, render a decision within fifteen (15) calendar days after said meeting with aggrieved party(s).

Step 4. In the event that the grievance has not been resolved in step 3, both parties will enter

into binding arbitration. The time limits may be extended by mutual consent of both parties, in writing. The aggrieved party(s) shall have the right to be represented by legal counsel and or the Association at any stage of these grievance procedures. Any expenses incurred by either party or parties aggrieved or the Borough Council shall be paid by the party incurring the expense.

ARTICLE V COMPENSATION

Section 1. With the exception of probationary salaries, salaries shall be increased 4% each year of the contract, with the following representing the salary scale for all bargaining unit personnel.

Rank	4.0% 2007 Rates	4.0% 2008 Rates	4.0% 2009 Rates	4.0% 2010 Rates
Lieutenant	\$59,860.69	\$62,255.12	\$64,745.32	\$67,335.13
Corporal	\$57,767.11	\$60,077.79	\$62,480.90	\$64,980.14
1 st Class	\$56,847.29	\$59,121.18	\$61,486.03	\$63,945.47
2 nd Class	\$49,600.73	\$51,584.76	\$53,648.15	\$55,794.08
3 rd Class	\$48,420.97	\$50,357.81	\$52,372.12	\$54,467.00
4 th Class	\$41,673.64	\$43,340.29	\$45,073.90	\$46,876.86
Probationary	\$31,519.06	\$31,519.06	\$31,519.06	\$31,519.06

Section 2. A full-time officer will serve a 12-month probationary period. Upon successful completion of the probationary period, the officer will be promoted to 4th class Patrolman. Every year on the anniversary date of hire, the officer will advance one class until the officer reaches 1st class Patrolman. Any promotion of rank beyond 1st class will be subject to the recommendations of the Chief of Police. The Chief of Police may delay an officer promotion in class for 6 months if the Chief can show just cause for doing so (i.e. disciplinary problems, job performance, etc.). The Chief will also have the discretion for bringing new employees with job experience in at a higher class but

that employee must still serve a 12-month probationary period.

ARTICLE VI OVERTIME

Section 1. If any employee covered under this Agreement is required to work in addition to his/her regular scheduled shift, he/she will be compensated at a rate of time and half rate of pay for the period of time worked, or he/she will be compensated in accordance with existing State and Federal laws.

Section 2. An officer shall receive a minimum of three (3) hours overtime at a time and a half rate for call-in when he/she is not regularly scheduled to work.

Section 3. The Chief of Police will give the officer 72-hour notice for working overtime (i.e. vacation, extended illness, or disability). This does not include overtime due to sick days, personal days, or emergency situations. A penalty of four (4) hours regular time will be paid to the officer who works the overtime with less than 72-hour notice. This will be paid in addition to the time and a half rate the officer received for covering the overtime shift.

Section 4. The Borough of Swedesboro agrees that time spent in court as a result of cases which arise out of a police function while in the line of duty, shall be considered as working time and employees shall be paid at their overtime rate for time spent in court, with a minimum of three (3) hours. This agreement is only for those employees who are off duty and are scheduled for court.

ARTICLE VII LONGEVITY

Section 1. Longevity shall be calculated only on the time spent by employees by this agreement in the employment of the Police Department of the Borough of Swedesboro. Any employment time spent in other police departments or other law enforcement agencies shall not be

used to calculate longevity. In recognition of the increased value of an employee to the Borough as they become experienced and the necessity to keep good experienced employees by providing adequate and attractive salaries, the Borough agrees that the following longevity schedule shall be in effect for the employees, starting on their anniversary/hiring date: Longevity pay is to be received in two separate checks, given to the covered employee on the last payday in June and the last payday in December. Longevity shall be calculated on each employee's salary.

Years of Service	%	Years of Service	%
Start of 5 th year	1¼%	Start of 16 th year	4%
Start of 6 th year	1½%	Start of 17 th year	4¼%
Start of 7 th year	1¾%	Start of 18 th year	4¾%
Start of 8 th year	2%	Start of 19 th year	4¾%
Start of 9 th year	2¼%	Start of 20 th year	5%
Start of 10 th year	2½%	Start of 21 st year	5¼%
Start of 11 th year	2¾%	Start of 22 nd year	5½%
Start of 12 th year	3%	Start of 23 rd year	5¾%
Start of 13 th year	3¼%	Start of 24 th year	6%
Start of 14 th year	3½%	Start of 25 th year and over	6¼%
Start of 15 th year	3¾%		

**ARTICLE VIII
TELEPHONE EXPENSES**

Section 1. Upon request to the Chief of Police, a cell phone shall be supplied to each officer, to be paid for by the Borough.

ARTICLE IX EDUCATION

Section 1. Police Academy and Technical Schools. Any employee attending the Police Academy or any other police training school or seminar, with the permission of the Chief of Police, shall be compensated at a regular rate of pay while attending the course. Any employee will be reimbursed for travel expenses while attending such schools or provided with transportation.

Section 2. Employees receiving a Bachelor's Degree in any field of study, shall receive a sum of \$1,000.00 per year, and those employees receiving an Associate Degree in any field of study, shall receive a sum of \$500.00 per year.

ARTICLE X CLOTHING EQUIPMENT

Section 1. The Borough shall make an initial issue of four (4) complete uniforms to each new employee. These uniforms shall be provided at no charge to the employee and will be replaced when presented to the employer with approval by the Chief of Police. The Borough shall supply every officer with four (4) additional uniforms, two (2) pairs of shoes, and one (1) pair of boots each year of employment upon the officer's request.

Section 2. The Borough shall purchase sufficient ammunition every six (6) months or as required by the Chief of Police for each employee. This ammunition is to be used in the line of duty and for mandatory semi-annual qualification.

Section 3. Hardware items such as handguns, holsters, straps, handcuffs, pr-24, etc., shall be supplied by the Borough. They will be replaced when and if presented by the employee for replacement upon the approval of the Chief of Police.

Section 4. Each officer shall receive an annual clothing maintenance and repair allowance of \$975.00 a year. This allowance shall be paid quarterly. If a dry cleaner opens or provides pick-up and delivery service in Swedesboro or Woolwich, the Borough may enter into an agreement with the cleaner for uniform maintenance and repair in lieu of annual stipend.

**ARTICLE XI
HOLIDAYS**

Section 1. For the contract years known as 2008, 2009 and 2010, each covered employee shall receive thirteen (13) paid holidays. In addition to paid holidays, each covered employee shall receive three (3) personal days of leave for the employee's personal use, subject to the approval of the Chief of Police. Holiday pay is to be paid as a part of the employee's regular pay check, with payment made during the pay period when the holiday occurs.

Section 2. Holidays worked. For the contract years known as 2008, 2009 and 2010, each covered employee will be compensated at the rate of time and a half for actual hours worked on the actual calendar date of the holiday worked during the calendar year. Compensation to be paid for holidays worked shall be paid during the pay period when the holiday occurs.

HOLIDAYS

New Year's Day
Martin Luther King
President's Day
Good Friday
Easter
Memorial Day
July 4th

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving
Christmas

ARTICLE XII VACATION

Section 1. All covered employees who were employed for at least one (1) year, but not exceeding four (4) years shall be entitled to eight (8) days (eight working days) vacation per year. all covered employees having been continuously employed for a period of five years but not exceeding ten (10) years shall be entitled to fifteen (15) days (fifteen working days) of vacation, and those covered employees who have worked continuously for a period of eleven (11) years but not exceeding fifteen (15) years are entitled to twenty (20) days (twenty working days) vacation. Employees who have worked continuously for a period of sixteen (16) years but not exceeding twenty (20) years shall be entitled to twenty-five (25) days (twenty-five working days) vacation. Employees who have worked continuously for a period of twenty-one (21) years or more shall be entitled to thirty (30) days (thirty working days) vacation.

Section 2. Employees who are entitled to eight (8) days vacation may carry over five (5) days into the next calendar year. Employees entitled to fifteen (15) to thirty (30) days vacation may carry over ten (10) days into the next calendar year. These days must be used in that next calendar year. An exception may be made by the Borough Council and the Chief of Police if the employee has an emergency and/or the employee has a work schedule that does not permit vacation upon written request to them by an employee for good cause shown. All vacation must be approved by the Chief of Police.

ARTICLE XIII HEALTH BENEFITS

Section 1. The Borough agrees that it will provide and pay for health insurance for its covered employees and dependents, which is equivalent to or better than the health insurance

coverage, which exists at the time of the signing of this contract. The Borough shall reimburse in a timely fashion, all officers for any co-payments charged in excess of \$10.00 for any office visits, and \$5.00 for any prescription drug. It is further understood that if the Borough is able to obtain health care coverage equal to or better than the current coverage, at less of an expense to the Borough, once a year the Borough may enter into discussion with the union concerning changing to such coverage as long as this change does not increase the out-of-pocket costs paid by the members of the bargaining unit.

Section 2. The Borough agrees that it will provide a Dental Insurance and Vision Plan for all covered employees and dependents.

Section 3. Probationary officer shall be entitled to the health benefits only after successful completion of ninety days (90) of employment with the Borough.

Section 4. Retiree Health Benefits. Any employee with twenty-five (25) years or more in the Swedesboro Police Department shall receive health benefits for themselves. When the retired employee is eligible for state or federal health insurance through Medicare or some successor program, then the Borough shall only provide supplemental coverage.

ARTICLE XIV LEAVE OF DUTY

Section 1. The Borough will grant each covered employee a leave of absence with pay for up to four (4) consecutive work days in the event of a death in the immediate family, including (spouse, spouse's family, mother, father, sister, brother, son, daughter, or grandparents), and each covered employee will be granted two (2) days of compensated leave for a death of other family members (aunts, uncles, and cousins). These days of leave will not be deducted from the employee's

Section 5. If employees have not used any sick days after a six (6) month period (from January thru June and July thru December), they will then be entitled to the amount in accordance with the following schedule:

2007	\$150.00 per period, totaling \$300.00
2008	\$150.00 per period, totaling \$300.00
2009	\$150.00 per period, totaling \$300.00
2010	\$150.00 per period, totaling \$300.00

**ARTICLE XV
EMBODIMENT OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been subject to negotiations. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time negotiated or executed by this Agreement. The parties may, however, agree to such negotiations in writing.

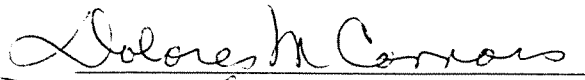
**ARTICLE XVI
12-HOUR SHIFT/HOURS WORKED**

Section 1. It is agreed to between the parties that a 12-hour shift will be implemented with rotating days off. It is further agreed to, that the above described 12-hour shift will continue in force for the entire duration of the 2007, 2008, 2009, and 2010 contract. A copy of the 2007, 2008, 2009, and 2010 schedule is attached to this contract. It is agreed that the 12-hour rotating shift will operate from 7:00 A.M. to 7:00 P.M. and from 7:00 P.M. to 7:00 A.M. It is also understood that extenuating circumstances may arise which may require the Chief of Police to modify the above shift. It is further understood that both parties recognize the 12-hour shift comprises two thousand one hundred eighty-four hours (2184) per year.

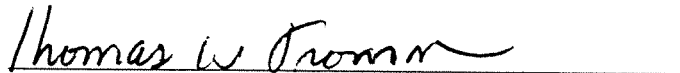
**ARTICLE XVII
DURATION**


Section 1. This Agreement shall be effective for four (4) years from January 1, 2007 through December 31, 2010. Either party may serve notice on the other party of an intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. If the negotiations continue after the expiration date of the Agreement, the terms and conditions will continue in force and effect until a new Agreement is executed.

Attest:


Dolores M. Connors, Borough Clerk


For Borough of Swedesboro:


Thomas W. Fromm, Mayor

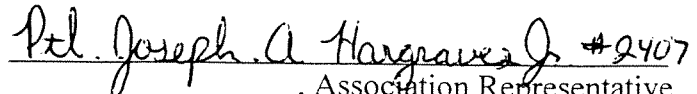

David Flaherty, Police Committee Chairman

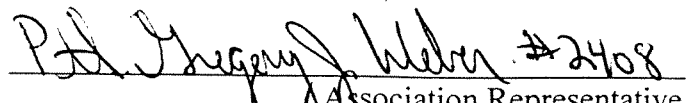
All signatures affixed this
6TH day of MARCH 2008

For PBA Local #122:


Contract Representative

For Swedesboro Police Association:


Ptl. Joseph A. Hargrave, Jr. #2407, Association Representative


Ptl. Gregory J. Weber #2408, Association Representative