

RESOLUTION OF THE BOROUGH OF LAUREL SPRINGS

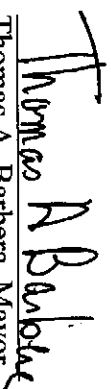
#124-2012

**AUTHORIZING MAYOR AND MUNICIPAL CLERK TO EXECUTE
AGREEMENT BETWEEN THE BOROUGH OF LAUREL SPRINGS AND
LAUREL SPRINGS POLICE OFFICER'S ASSOCIATION
FOR THE YEARS 2012 TO 2014**

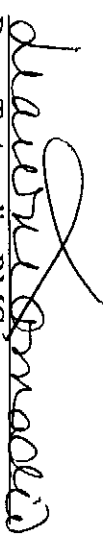
WHEREAS, the Borough of Laurel Springs and the Laurel Springs Police Officers Association have agreed as to the terms of settlement of wages, hours and conditions of employment for the period of January 1, 2012 to December 31, 2014; and

WHEREAS, the Borough of Laurel Springs wishes to enter into such an agreement with the Laurel Springs Police Officer's Association; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Laurel Springs, County of Camden, authorize the Mayor and Municipal Clerk to execute the Agreement with the Laurel Springs Police Officer's Association for the Years 2012 to 2014.


Thomas A. Barbera, Mayor

ATTEST: 
Dawn T. Amadio, RMC
Municipal Clerk


Dawn T. Amadio, RMC
Municipal Clerk

I hereby certify the above to be a true and correct copy of a Resolution duly adopted by the Governing Body of the Borough of Laurel Springs at a meeting held on Monday, October 15, 2012.

AGREEMENT BETWEEN

BOROUGH OF LAUREL SPRINGS,

CAMDEN COUNTY, NEW JERSEY

AND

LAUREL SPRINGS POLICE OFFICER'S ASSOCIATION

FOR YEARS

2012 TO 2014

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PREAMBLE

This Agreement, entered into by the BOROUGH OF LAUREL SPRINGS, hereinafter referred to as the "Borough," and LAUREL SPRINGS POLICE OFFICER'S ASSOCIATION, hereinafter referred to as the "ASSOCIATION," represents the complete and final agreement between the Borough and the Association. This agreement is for a Three-year (3) term from January 1, 2012 through December 31, 2014.

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Laurel Springs Police Officer's Association as the sole and exclusive bargaining agent for all patrolmen, detectives, corporals, and sergeants employed by the Borough of Laurel Springs.

B. Specifically excluded from the bargaining unit are Chief of Police, managerial executives who serve as confidential employees as a result of their position or rank, a manager who is required to make and enforce policy, and professional, craft, and clerical employees.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the Borough and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To adopt rules of procedure and conduct for all police personnel, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough.

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

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any officer for just cause according to the applicable New Jersey Statutes and Regulations.

6. To layoff employees in the event of lack of work or for reasons of economy.

7. The Borough reserves the right with regard to all other conditions of employment to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Borough.

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

C. Nothing contained herein shall be construed to deny or restrict the Borough's rights, responsibilities and authority under any national, State, County or local laws, or regulations.

D. It is recognized that the management of the Police Department, the control of its properties and maintenance of order and efficiency are sole responsibilities of the Borough. Accordingly, the Borough, except as may be otherwise provided in this Agreement, shall have the exclusive right to assign, promote, demote or transfer police personnel; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for reasons of economy or any other legitimate reasons; to decide on the number and location of facilities; to determine the work performed, the amount of supervision required and the equipment and methods to be utilized; the selection, procurement, designation, engineering and control of equipment and materials, and to purchase services of others, by contract or otherwise.

ARTICLE III

MUTUAL COOPERATION PLEDGE

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the association nor any person acting on its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., "the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment"), work stoppage, slowdown, walkout or other illegal job action against the Borough. The association agrees that such action would constitute a material breach of this Agreement.

B. Nothing contained in this Agreement shall limit or restrict the Borough's right to seek and obtain such judicial relief as it may be entitled to in law or in equity for injunctive relief or damages, or both, in the event of a breach of this agreement by the Association or any of its members.

ARTICLE IV

ENTISTMENT AGREEMENT

A. All newly hired Police Officers will receive Police Academy training at Borough expense. Any Police Officer who terminates employment with the Borough within two (2) years from the date of completion of Police Academy training shall reimburse the Borough for the cost of said Police Academy training in the sum of Seven Thousand Dollars (\$7,000.00).

B. Reimbursement shall be pro-rated based upon the number of months of service. Each full month of service shall reduce the maximum amount by one-twenty fourth (1/24). Repayment shall be made to the Borough in twelve (12) equal monthly installments.

C. Police Officers shall not be required to reimburse the Borough in the event the employee is terminated or separated from employment for the following reasons:

1. Termination rather than resignation.
2. Involuntary separation for reasons other than misconduct.
3. Receipt of Orders to report for military duty other than training duty. Verification shall be submitted to the Borough.
4. Disability preventing full performance as a police officer. The employee must submit to the Borough acceptable medical evidence verifying said disability. If the Borough deems necessary, the employee shall be examined by an independent physician mutually acceptable to the Association and Borough. The decision of the physician shall be final and binding. The cost of said physician shall be shared equally by the Association and Borough.
5. Any other reason is in the sole discretion of the Borough. In the event an employee is terminated for misconduct, he shall be required to reimburse the Borough in accordance with the provisions of Section A & B above.

D. Employees terminating their employment with the Borough of Laurel Springs shall be entitled to payment for unused sick leave for the calendar

time, provided it is not within two (2) years of Police Academy Training. It is understood that the maximum number of day's sick leave shall not exceed six (6) days. In the case of those hired after the date this contract is executed, there shall be no entitlement to payment for unused sick leave for the calendar year upon termination.

E. SEVERENCE BENEFITS - For any officer terminated from employment with the Borough as a result of a layoff, reduction in force, or any similar type of employment action and including abolishment, the officer shall be entitled to four weeks of their existing salary rate. The Borough will also provide to the officer and all eligible dependents, their existing medical coverage at no cost to the officer, regardless of when hired, including the employee's who have opted out of the benefits under the Cafeteria plan. The medical coverage shall continue for 90 days from the date of termination.

ARTICLE V

EQUAL TREATMENT

A. The Borough and the Association agree that there shall be no discrimination or favoritism with respect to any employee because of race, creed, color, religion, sex, age, sexual orientation, marital status, national origin or political affiliation.

B. The Borough and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity in the Association.

ARTICLE VI

MAINTENANCE OF STANDARDS

A. The Employer shall not discharge or discriminate in any way against any employee for membership in any fraternal organization as long as the activity does not disrupt normal operations of the Police Department.

B. 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.

C. 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.

D. Nothing contained herein shall be construed to deny or restrict the employees covered by the Agreement of their rights and benefits under N.J.S.A. (Revised) 34A, 40 and 40A or any other National, State, County, or Local Laws or Ordinances.

ARTICLE VII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation or application of the provisions of this Agreement.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation or application of the provisions of this Agreement.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Association Shop Steward shall institute action under the provisions hereof within ten (10) working days from the date the event giving rise to the grievance has occurred, and an earnest effort shall be made between the aggrieved employee and the Chief of Police to resolve the issue grieved.

Step Two: If no agreement is reached orally within ten (10) working days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within ten (10) working days thereafter to the Chief of Police. The Chief of Police shall answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Director of Public Safety ten (10) working days thereafter. The Director shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two, and three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the response of the Director. The costs for the services of the arbitrator shall be borne equally by the Borough and Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

D. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Association and the Borough shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance, except by mutual consent of the parties.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to be abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

F. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives may investigate and process a specific grievance during work hours, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Police Department or require the recall of off-duty employees.

G. Neither an employee nor the Association can request arbitration of any issue not processed through Step Three.

ARTICLES VIII
DUES DEDUCTION

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Borough during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorization cards signed by its members authorizing the increased deduction or official notification on the letterhead of the Association and signed by the President of the Association advising the necessary "check off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough.

D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.e, as amended.

E. The Association shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such deduction.

F. The Association is required under this Agreement to represent all of the employees in the bargaining unit, not only members in the Association, and this Agreement has been executed by the Borough based on its notification that the Association is the sole bargaining agent for the employees covered.

ARTICLE IX

HOURS OF WORK

A. The tours of duty shall be established by the Chief of Police and the Chief of Police shall have the right to make changes in starting and stopping times of the daily work schedule and to vary from the daily or biweekly work schedule as may be necessary, provided that, except in the case of a declared emergency, no employee shall be required to report for a shift of duty after having had fewer than twelve consecutive hours off-duty. Should an employee be required, due to a declared emergency, to report for a shift of duty after fewer than twelve consecutive hours off-duty, the employee shall be compensated at the overtime rate of pay for such shift.

B. Every employee shall report fifteen minutes before the start of his or her regular shift of duty for shift preparation, resulting in an additional .25 hours of work for each shift of duty.

ARTICLE X

OVERTIME

A. The Borough agrees that overtime consisting of one and one-half (1 1/2) times the employee's regular rate of pay shall be paid to all employees covered by this Agreement for hours worked in excess of eighty (80) hours per two week pay period.

B. All overtime must be approved by the Chief of Police or his designated representative.

C. If an employee is recalled to duty, either before or after completion of his normal shift, the officer shall receive a minimum guarantee of two hours compensation at the overtime rate, provided said recall to duty is not due to the employee's failure to complete his assigned duties and not contiguous with the employee's normal work day. The Borough shall have the right to retain the employee on duty for the minimum time period. An employee required to appear in Municipal Court (in town), while off duty, shall be paid a minimum of three (3) hours at his regular overtime rate. An employee required to appear in Superior Court or to perform other police work outside the municipality, while off duty, shall be paid a minimum of four (4) hours at his regular overtime rate.

D. All overtime, inclusive of special patrols, i.e., D.W.I. or other patrols funded by Local, State or Federal funds, that are scheduled shall be divided as equally as possible.

E. Officers will not receive compensation for attendance at normal Department compensation meetings, firing practice and qualifications, and special non-mandatory attendance instruction classes which the Department may conduct from time to time.

ARTICLE XI

HOLIDAYS

A. In lieu of paid holiday leave, all full-time employees covered by this Agreement shall receive a payment on the first pay day in November of each year in an amount calculated at eighty-eight hours times the employee's regular hourly rate. This payment is in lieu of paid leave for the following recognized holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Easter Sunday	Veterans' Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

B. All full time employees covered under this Agreement shall, in addition to the above payment in lieu of paid holiday leave, be paid at his or her regular rate of pay for all of the above recognized holidays.

C. For purposes of this article, an employee's hourly rate shall be that employee's actual base salary as of the date of the first pay check in November divided by two-thousand and eighty (2,080) hours.

D. Payment in lieu of paid holiday leave shall be made by check separate from the employee's regular pay check or any other compensation payable to that employee.

ARTICLE XII

VACATIONS

A. Full time employees shall be entitled to the following annual vacation with pay:

<u>Years of Service</u>	<u>Vacation Days</u>
After one year	Five (5) days
After two years	Ten (10) days
After eight years	Fifteen (15) days
After twelve years	Twenty (20) days
After 20+ years	Twenty-five (25) days

B. Vacation time is not earned until the requisite years of service, as indicated above, have been reached by the employee.

C. Vacation requests for each calendar year shall be submitted to the Chief of Police or his designated representative no later than March 21st of that year so that the vacation schedule can be submitted by the Chief of Police to the Borough Clerk. It is understood and recognized by the Association that the Borough has the exclusive right to fix the time for vacations and that final approval of all vacation schedules shall be made by the Borough based upon the manpower needs of the Borough. For vacation requests made on or before March 21st of each calendar year, conflicts in vacation scheduling shall be resolved on the basis of seniority. After March 21st, vacation requests will be considered on a "first come-first served" basis, without regard to an officer's seniority status.

D. An employee with unused vacation time whose employment with the Borough terminates shall be entitled to vacation time or be paid for unused vacation time not to exceed vacation earned that year on a prorated basis; provided that the employee resigning his or her position has given at least two-weeks notice of such resignation. However, if employment is terminated within two (2) years of completion of Police Academy training paid for by the Borough, then

that employee shall not be entitled to be compensated for any unused vacation time. In the event that the employee has not given at least two-weeks notice, earned vacation time shall be paid only in the same proportion as the amount of notice of resignation actually given. For purposes of this article, "two-weeks" shall mean ten full working days.

E. If during any calendar year a vacation request, or any part thereof, is not granted for reasons of Borough business only, such vacation time not granted shall carry over to the next calendar year only, and shall be considered the first vacation days used in that succeeding year.

F. In addition to that provided for in paragraph E of this Article, employees may carry over one week's vacation without penalty which must be used before the employee's next anniversary date.

G. The provisions of this Article regarding the earning of vacation time up to the first year of service shall be effective only as to employees hired after June 30, 1997.

Any employees hired prior to that date who have not completed one full year of service shall earn vacation time in accordance with the collective bargaining agreement which was in effect on 12/31/96.

ARTICLE XIII
PERSONAL DAYS

- A. Three (3) days per year of leave may be used for personal business, household or family matters described in this Section and shall be non-accumulative, for the duration of this Agreement, nor shall they be subject to buy-back, either annually or upon termination of employment.
- B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.
- C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.
- D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice.
- E. The personal day may be taken any time during the year.
- F. The personal day will not be deducted from vacation, holiday or sick leaves.

ARTICLE XIV
SICK LEAVE

- A. Full time employees shall be entitled to twelve working days sick leave annually after six (6) months of continuous service.
- B. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents him from performing his normal job duties, or exposure to contagious disease.
- C. An employee who has been absent on sick leave for three (3) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.
- D. All sick days not used during the calendar year shall be accumulative and/or reimbursed by the following schedule:
1. For employees hired as of the date of this contract, up to six (6) unused sick days shall be reimbursed to the employee at his prevailing rate, payable on the first pay period in December of each year of this agreement. The remaining unused sick days shall accumulate year-to-year, but shall not be bought back or paid for by the Borough.
 2. For employees hired after the date this contract is executed, all sick days not used during the calendar year shall be accumulated year-to-year, but shall not be reimbursed by the Borough if not used.
- E. An employee who plans to use a sick day for any reason set forth in Section B above, must notify the Department by telephone or personal messenger no later than (2) two hours prior to the beginning of the employee's shift.
- F. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) consecutive days shall have his/her sick leave record reviewed by the Public Safety Director and hereafter shall be required to submit acceptable medical evidence for any additional sick leave in that year. The submission of acceptable medical evidence is mandated whenever such requirement appears reasonable to the Public Safety Director.
- G. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- H. Absence without notification for five (5) consecutive days shall constitute a resignation.
- I. Abuse of sick leave shall be cause for disciplinary action, and may constitute justifiable cause for dismissal.
- J. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

ARTICLE XV

BEREAVEMENT LEAVE

- A. Funeral leave shall be granted at the discretion of the Chief of Police or in his absence, the Mayor or Director of Public Safety, without discrimination.
- B. In the event of the death in the immediate family, an employee shall be entitled to a leave of absence with pay from the date of the death through the date of the burial (not to exceed four (4) days). Immediate family shall be defined as spouse, parents of employee or spouse, children, brothers, sisters or grandparents.
- C. Reasonable verification of the event may be required by the Borough.

ARTICLE XVI

MILITARY LEAVE

A. Military Leave shall be granted in accordance with New Jersey State Statutes and Federal requirements.

ARTICLE XVII
LEAVES OF ABSENCE

- A. An employee who is temporarily disabled and unable to perform his duties (due to either physical or mental reasons) or one who wishes to engage in an appropriate course of job-related study, or for any reason considered valid by the Borough, may be granted a special leave of absence without pay by the Borough for a period not to exceed six (6) months with the approval of the Borough. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted, along with the anticipated date of his return to duty.
- B. In the event an employee is required to appear in court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence.
- C. Employees returning from authorized leaves of absence will be restored to their original classifications at the then applicable rate of pay with no loss of seniority or any other employee rights, privileges or benefits.

ARTICLE XVIII
INSURANCE

A. After two (2) months of continuous full-time service, an employee shall become enrolled in the Borough's hospitalization/prescription drug plan provided through the New Jersey State Health Benefits Program (SHBP), and as the statute requires, contribute the percentage of the cost of insurance coverage for medical and prescription drug plan as tabulated and prescribed in the Pension and Health Benefits Reform 2011, under Chapter 78, P.L. 2011.

B. Any employee covered by this Agreement may elect to refuse coverage under the Borough's hospitalization plan, provided such employee first supplies proof to the Borough of alternative coverage under his or her spouse's health benefits plan. In the event that the health benefits provided through a spouse to an employee who has made such an election shall terminate or be discontinued for any reason, the employee, upon notice to the Borough, shall be eligible to enroll (or re-enroll) in the Borough hospitalization plan in accordance with the rules and regulations pertaining to enrollment in said hospitalization plan.

C. In the event that an employee has declined coverage in the plan provided through the Borough, as allowed in Section B above, employee shall be entitled to reimbursement in an amount up to twenty-five percent (25%) of the cost which would have been payable by the Borough for comparable employee coverage. Reimbursement shall be made on a quarterly basis to the employee. However, reimbursement shall not exceed the amount actually paid by employee for the alternative coverage.

D. 1. The Borough, at its sole discretion, may change insurance carriers or institute a self-insurance plan, provided coverage is equal to or better than the coverage previously provided.

2. The Borough agrees to notify the Association of any proposed changes at least two (2) weeks prior to said changes.

E. 1. The Borough shall provide disability insurance for all employees in the New Jersey Temporary Disability Insurance Plan.

ARTICLE XIX
PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Clerk in a file which has a double lock system with one key to be maintained by the Chief of Police and the other by the Borough Clerk. The personnel files may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body only.

B. Upon advance notice and at reasonable times, any member of the Police Department, when off-duty, may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complainant concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complaint shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file by any member of the Department shall subject that member to appropriate disciplinary action.

ARTICLE XX
SUSPENSIONS

A. Any suspensions necessary will be carried out in conformance with the provisions of N.J.S.A. 40A:14-147.

B. No regular officer shall be disciplined, reprimanded, reduced in rank, or denied any advantage without just cause.

C. Any action asserted by any superior shall be subject to the grievance procedure herein unless an appeal procedure is provided by applicable law, in which event, that appeal procedure shall be the sole and exclusive one to be utilized.

ARTICLE XXI
SALARIES

A. The salary of each employee covered by this Agreement shall be as established in Paragraph D of this article.

B. Salaries are based on twelve months and shall be paid in twenty-six (26) biweekly installments.

C. The Laurel Springs Police Officer's Association shall receive a 2% increase per year for all three (3) years of this contract.

D. Salary increases are as follows:

	2012	2013	2014
First Step Patrolman	\$42,669.28	\$43,522.67	\$44,393.13
Second Step Patrolman	\$49,612.09	\$50,604.34	\$51,616.43
Third Step Patrolman	\$56,758.58	\$57,893.76	\$59,051.64
Fourth Step Patrolman	\$62,016.61	\$63,256.95	\$64,522.09
Fifth Step Patrolman	\$69,458.13	\$70,847.30	\$72,264.25
Sixth Step Patrolman	\$71,542.76	\$72,973.62	\$74,433.10

E. The following are compensation differentials.

Detective - \$1,000.00 per year

Sergeant - \$2,600.00 per year

Corporal - \$1,350.00 per year

SCHEDULE B - LONGEVITY/EXPERIENCE PAY AT THE FOLLOWING RATES FOR EMPLOYEES HIRED PRIOR TO THE EXECUTION OF THIS CONTRACT:

- a. 8 years = .5% increase in pay
 - b. 10 years = 1% increase in pay
 - c. 15 years = 2% increase in pay
 - d. 20-25 years = 3% increase in pay
- (percentages increase to rate, not an accumulation)

Longevity is not cumulative. After ten (10) years of service an employee's longevity pay increases from .5% to 1%. After fifteen (15) years of service the employee's longevity pay increases from 1% to 2%, and after twenty (20) years of service an employee's longevity pay increases from 2% to 3%. Employees hired after the execution of this contract shall not be entitled to longevity pay.

SCHEDULE C SHIFT DIFFERENTIAL

Section 1: Any employee who starts his tour of duty at 12:30 P.M. or later shall receive five (5) percent of his base pay as shift differential for all hours worked after 4:00 P.M.; provided, however, that shift differential should not be paid for overtime hours.

Section 2: Payment for shift differential shall be made the first pay day of April, July, October, and the last pay day of December for the period preceding (Quarterly).

ARTICLE XXII

REPLACEMENT OF UNIFORMS AND EYEGLASSES

A. In the event that a uniform is damaged or destroyed while an employee is acting within the scope of his employment, the Borough agrees to repair or replace that portion or portions of the uniform which has been so damaged or destroyed without cost to the employee.

B. In the event that an employee's eyeglasses are damaged or destroyed while an employee is acting within the scope of his employment, the Borough agrees to repair or replace at a cost not to exceed two hundred dollars (\$200.00) that portion or portions of the eyeglasses which have been so damaged or destroyed without cost to the employee.

Eyeglasses are defined to be corrective lenses with frames or contact lenses prescribed by an Ophthalmologist or Optometrist.

ARTICLE XXIII
UNIFORMS

A. All personnel covered by this agreement shall be provided with the sum of:

	\$ 1,425.00 in Year 2012
	\$ 1,450.00 in Year 2013
	\$ 1,475.00 in Year 2014

for adequate replacement of clothing during the term of this Agreement, payment to be made on the first pay day in June of each year.

B. All new employees covered by this Agreement shall be issued the following articles of clothing:

(1) All Weather Jacket	(1) Magazine Pouch
(1) Pair boots	(1) Pair Collar Brass
(1) Pair shoes	(1) Cap stun and holder
(1) Sam Brown Belt	(1) Weapon as assigned
(2) Ties	(1) Holster
(1) Name Plate	(1) Pair Handcuffs and case
(2) Badges	(4) Shirts, winter
(4) Shirts, Summer	(4) Pants, all Weather
(1) Rain Coat w/hat & hat Cover	
(1) Bulletproof vest - to be replaced when needed.	

C. Probationary employees shall receive a partial issue of clothing as deemed appropriate by the Chief of Police.

D. Inspections of clothing will be held quarterly by the Chief of Police with Mayor and Council in attendance if they so desire.

E. Upon inspection by the Chief of Police, if clothing is deemed inadequate, disciplinary action will result.

F. It is understood that all articles of clothing covered by this original issue are to be returned, in good condition, should the employee resign from the Borough Police Department.

G. In the event of a change in the department's uniform the employer shall provide an initial issue of the new uniform to each employee, at no cost to the employee, subject to Council approval.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior Agreements and understandings, oral or written, expressed or implied, between such parties, and shall govern their entire relationship, and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Association, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any rights or claims not expressed in this Agreement.

ARTICLE XXVI
PRESCRIPTION PLAN

During the course of this Agreement, the Borough agrees to provide covered employees with a prescription plan equal to or better than the plan currently in effect.

The Borough, in its sole discretion, may change insurance carriers or institute a self-insurance plan provided coverage is equal to or better than the coverage previously provided.

The Borough agrees to notify the Association of any proposed change at least two (2) weeks prior to said changes.

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ARTICLE XXVII
DURATION OF AGREEMENT


This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2014, without any reopening date. This Agreement shall not continue in full force and effect past the expiration date, and all terms and conditions under this Agreement shall expire upon the expiration date. The Association must give the Borough notice, in writing, of its intention to commence negotiations for a new Agreement no sooner than one hundred fifty (150), nor later than one hundred twenty (120) days prior to the expiration date of this Agreement. Failure of the Association to notify the Borough of its intent to commence negotiations shall result in an automatic renewal of this Agreement for a term of three (3) years.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Laurel Springs, Camden County, New Jersey, on this 7th day of November, 2012.

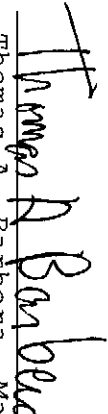
LAUREL SPRINGS POLICE
OFFICER'S ASSOCIATION

BY:



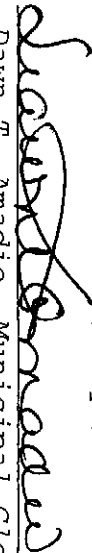


BOROUGH OF LAUREL SPRINGS
CAMDEN COUNTY, NEW JERSEY



Thomas A. Barbera, Mayor

ATTEST:



Dawn T. Amadio, Municipal Clerk

