

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer: <input style="width: 95%;" type="text" value="Borough of Brooklawn"/>	County: <input style="width: 90%;" type="text" value="Camden"/>
2	Employee Organization: <input style="width: 95%;" type="text" value="Brooklawn Police"/>	Number of Employees in Unit: <input style="width: 15%; text-align: center;" type="text" value="7"/>
3	Base Year Contract Term: <input style="width: 95%;" type="text" value="Jan 1, 2020-Dec 31, 2023"/>	New Contract Term: <input style="width: 15%; text-align: center;" type="text" value="4 Years"/>

SECTION II: Type of Contract Settlement (please check only one)

4	<input checked="" type="checkbox"/> Contract settled without neutral assistance
5	<input type="checkbox"/> Contract settled with assistance of mediator
6	<input type="checkbox"/> Contract settled with assistance of fact-finder
7	<input type="checkbox"/> Contract settled with assistance of super-conciliator
8	If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	<input style="width: 95%;" type="text" value="\$463,000"/>
10	Longevity Costs in Base Year	<input style="width: 95%;" type="text" value="\$0.00"/>
11	Total Salary Base	<input style="width: 95%;" type="text" value="\$463,000"/>

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input style="width: 95%;" type="text" value="1/1/2020"/>	<input style="width: 95%;" type="text" value="1/1/2021"/>	<input style="width: 95%;" type="text" value="1/1/2022"/>	<input style="width: 95%;" type="text" value="1/1/2023"/>	<input style="width: 95%;" type="text"/>
13 Cost of Salary Increments (\$)	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text"/>
14 Salary Increase Above Increments (\$)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
15 Longevity Increase (\$)	<input style="width: 95%;" type="text" value="0"/>	<input style="width: 95%;" type="text" value="0"/>	<input style="width: 95%;" type="text" value="0"/>	<input style="width: 95%;" type="text" value="0"/>	<input style="width: 95%;" type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text" value="35,000"/>	<input style="width: 95%;" type="text"/>
17 New Salary Base (\$)	<input style="width: 95%;" type="text" value="498,000"/>	<input style="width: 95%;" type="text" value="533,000"/>	<input style="width: 95%;" type="text" value="568,000"/>	<input style="width: 95%;" type="text" value="603,000"/>	<input style="width: 95%;" type="text"/>
18 Percentage increase over prior year	<input style="width: 95%;" type="text" value="7.02"/> %	<input style="width: 95%;" type="text" value="6.56"/> %	<input style="width: 95%;" type="text" value="6.16"/> %	<input style="width: 95%;" type="text" value="5.80"/> %	<input style="width: 95%;" type="text"/>

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Uniform Allowance	10,500	0	0	0	0	
	Sick Sell Back	52,000	1,200	1,250	1,300	1,375	
20	Totals(\$):	62,500	1,200	1,250	1,300	1,375	

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

		Base Year	Year 1
21	Health Plan Cost	\$ 149,560	\$ 153,060
22	Prescription Plan Cost	\$ 0.00	\$ 0.00
23	Dental Plan Cost	\$ 588.00	\$ 588.00
24	Vision Plan Cost	\$ 2,450	\$ 2,450
25	Total Cost of Insurance	\$ 152,598.00	\$ 156,098.00
26	Employee Insurance Contributions	\$ 31,214	\$ 33,454
27	Employee Contributions as % of Total Insurance Cost	20.45 %	21.43 %

Employer:

Employee Organization:

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name:	<input type="text" value="Ryan Giles"/>
Position/Title:	<input type="text" value="Borough Administrator"/>
Signature:	<input type="text" value="Ryan Giles"/>
Date:	<input type="text" value="4/1/2020"/>

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

AGREEMENT

This Agreement, dated the 1st day of January, 2020, is entered into between the **BOROUGH OF BROOKLAWN** (hereinafter referred to as the **BOROUGH**) and the **POLICEMENS BENEVOLENT ASSOCIATION, LOCAL #30** (hereinafter referred to as the **BARGAINING UNIT**).

ARTICLE 1 – UNION RECOGNITION

The **BOROUGH** hereby recognizes the P.B.A. #30 as the sole and exclusive collective bargaining majority representative of all full-time, permanent Police Officers and Sergeants of the Borough of Brooklawn Police Department (hereinafter referred to as “Covered Employee”), excluding the Chief of Police, Inspector of Police, Captain of Police, clerical workers, part-time officers and Special Police Officers.

ARTICLE 2 – CONTRACT PERIOD

This Agreement shall remain in full force and effect from the date set forth above through December 31, 2023.

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 a Covered 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.

B. Definition

The term “Grievance” as used herein means a complaint by a Covered Employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement.

C. Presentation of Grievance

In the presentation of a grievance, the Covered Employee shall have the right to present his or her own appeal or designated P.B.A. representative or counsel to appear with him or her.

D. 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 Covered Employee 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) calendars days after receipt of the grievance.

STEP 2.

Should the Covered Employee or the majority representative disagree with the decision of the Chief of Police, then and in that event, the Covered Employee 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 (5) days of receipt of the grievance, the Chairperson of the Public Safety Committee shall render a decision.

STEP 3.

Should the Covered Employee or the majority representative be dissatisfied with the Chairperson's decision, such person has ten (10) calendar days in which to request the presentation of his or her 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 Covered Employee at the next regularly scheduled Council meeting following the submission of the grievance to it. The Covered Employee 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.

(a) 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.

(b) 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.

(c) 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.

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

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

(f) The Arbitrator's fee shall be divided equally among the parties.

ARTICLE 4 – SEVERABILITY

A. 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.

B. 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.

C. 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

A. In the event of a death in the Covered Employee's immediate family, the Covered 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 of the Covered Employee or spouse, children, brothers, sisters and grandparents or grandchildren.

B. Each Covered Employee shall be entitled to thirty-six (36) hours per year to attend to personal business upon notification to and approval from the Chief of Police or his designee.

ARTICLE 6 – HEALTH INSURANCE COVERAGE

The **BOROUGH** agrees to pay for the cost and provide coverage for eligible Covered Employees (as defined in Article 1) and their dependents 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 the Covered Employee contribution being the percentage specified by P.L. 2011, c.78, as a payroll deduction.

ARTICLE 6A – DENTAL INSURANCE COVERAGE

The **BOROUGH** agrees to pay the cost and provide coverage for eligible Covered Employees (as defined in Article 1) and their dependents in accordance with the definition of the same by the dental insurance through **Delta Dental**.

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 Covered Employees (as defined in Article 1) and/or his or her dependents as follows: **Up to \$350.00 per year, per Covered Employee or family.**

The reimbursement to the Covered Employee will be made within thirty (30) days after he/she 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/her or eligible dependent. Said vision care may be performed by the optician/optometrist/provider of the Covered Employee’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 a Covered Employee is on assignment causing the Covered Employee to work more than two (2) hours beyond their regularly scheduled shift, they may receive a meal allowance upon application to the Chief of Police or his designee. 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 a Covered Employee is required by the Chief of Police to attend a Police Academy, Technical School, Seminar or Weapons Qualifications Program for training in relative to his or her employment, the Covered Employee 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 Covered Employee 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 Covered Employee must present proof of the actual expenditure. Transportation reimbursement for Covered Employee's use of his/her 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 a Covered Employee is required to attend court other than the Municipal Court of the Borough of Brooklawn and said Covered Employee is not on duty at the time, then the Covered Employee shall be entitled to receive mileage allowance at the prevailing I.R.S. rate per mile, based upon the actual mileage from his/her place of residence to said court.

B. When a Covered Employee is required to attend the Municipal Court of the Borough of Brooklawn, or any other court by Subpoena, and said Covered Employee is not on duty at the time, then and in that event the Covered Employee shall be entitled to receive a minimum of three (3) hours of his or her pay as stated in Article 13, at the rate of time and one-half. In order to be compensated for court appearances, the Covered Employee must sign in and out of court with the Court Administrator. When a Covered Employee is required to attend court other than the Municipal Court of the Borough of Brooklawn, he/she must notify the Chief of Police, or his designee, in advance and submit an appropriate voucher to receive overtime pay.

C. Any officer who is on stand-by for a court appearance, shall be entitled to receive a minimum of three (3) hours of his/her pay as stated in Article 13, at the rate of time and one-half.

ARTICLE 10 – UNIFORMS AND EQUIPMENT

A. Each Covered Employee shall be entitled to a uniform and equipment allowance each year under the Agreement in the amount of \$1,250.00 per year. The Covered Employee may purchase approved uniforms and equipment from the vendor of his or her own choice (with the approval of the Chief of Police) 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 Covered Employee for upkeep, cleaning, etc. of his or her uniforms may also be reimbursed to the Covered Employee out of the balance of his/her allowance, provided that proof of those costs and/or payment is provided to the **BOROUGH**.

B. Every Covered Employee covered by this Agreement shall be issued, as part of his or her initial issue of uniforms and equipment, or be re-issued after their receipt of, a soft concealable vest of body armor of ballistic material (Bullet Proof Vest). Said vest shall be of an approved type and/or style to be determined by the Chief of Police.

C. It is also agreed that said vest(s) will be replaced after five (5) years of use and that another vest will be issued at no cost to the Covered Employee.

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

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

ARTICLE 11 – TRAVEL EXPENSES

All Covered Employees traveling outside the Borough of Brooklawn on official business at the explicit direction of the Chief of Police 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 Covered Employee is required to use his own vehicle, the Covered Employee 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 12 – HOLIDAYS

A. By virtue of the nature of employment, the Covered Employees are scheduled for tours of duty which may fall on normal recognized legal holidays.

B. 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.

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

ARTICLE 13 – SALARY

The following salaries shall be applicable to Covered Employees with ten (10) years of service or less with the Borough. It is specifically agreed to by the parties that shift differential has been eliminated from this Agreement, and incorporated into the foregoing salary structure:

POLICE OFFICERS:

	2020	2021	2022	2023	
Year 1	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	(\$ 19.71 p/h)
Year 2	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	(\$ 21.63 p/h)
Year 3	\$ 49,000	\$ 49,000	\$ 49,000	\$ 49,000	(\$ 23.55 p/h)
Year 4	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	(\$ 25.48 p/h)
Year 5	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000	(\$ 27.40 p/h)
Year 6	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	(\$ 29.80 p/h)
Year 7	\$ 67,000	\$ 67,000	\$ 67,000	\$ 67,000	(\$ 32.21 p/h)
Year 8	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	(\$ 34.61 p/h)
Year 9	\$ 77,000	\$ 77,000	\$ 77,000	\$ 77,000	(\$ 37.01 p/h)
Year 10	\$ 84,000	\$ 84,000	\$ 86,000	\$ 86,000	(\$ 41.34 p/h)
Year 11	\$ 91,000	\$ 91,000	\$ 91,000	\$ 91,000	(\$ 43.75 p/h)
Year 12	\$ 93,000	\$ 93,000	\$ 93,000	\$ 93,000	(\$ 44.71 p/h)
Year 13	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	(\$ 45.67 p/h)
Top Patrol*	\$ 90,500	\$ 92,100	\$ 93,700	\$ 95,300	

*Officer Joseph Mason has achieved this status in 2019. All remaining officer(s) will achieve this status in their Year 14.

POLICE SERGEANT II

2020	\$ 93,500.00	(\$ 44.95 per hour)
2021	\$ 95,100.00	(\$ 45.72 per hour)
2022	\$ 96,700.00	(\$ 46.49 per hour)
2023	\$ 98,300.00	(\$ 47.25 per hour)

POLICE SERGEANT I

2020	\$ 106,356.00	(\$ 51.13 per hour)
2021	\$ 111,356.00	(\$ 53.53 per hour)
2022	\$ 116,356.00	(\$ 55.94 per hour)
2023	\$ 121,256.00	(\$ 58.29 per hour)

ARTICLE 14 – ADMINISTRATIVE DUTIES

One officer, designated by the Chief of Police, shall be assigned additional administrative duties within the police department. This officer shall receive an additional \$2,080 per year, to be paid in bi-weekly increments of \$80. These administrative duties are at the discretion of the Chief of Police. Correction of reports due to the bail reform demands shall not be included as a duty within this clause.

ARTICLE 15 – TRAINING

A. When a Covered Employee in the Bargaining Unit is required to attend a Police Academy, Technical School, Seminar or Firearms Qualification Program in conjunction with his or her employment, he/she 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 or his designee shall have the discretion to rearrange the work schedule to reduce expenses whenever deemed necessary.

B. Each full-time officer may attend up to 40 hours per year of schools, seminars or training of his or her 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 officer shall not suffer any loss of pay.

C. Officers may use any portion of the 40 allowable hours of training. Any unused hours shall not accumulate nor shall the officer be entitled to any compensation for them.

ARTICLE 16 – SHIFT CHANGE, 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 said Covered Employees so serving during the emergency. All officers, except relief officers, scheduled to work a second shift within a 24 hour period shall be paid overtime for the second scheduled shift.

B. Recall of individual Covered Employees will be made on the basis of a “Rolling List.”

C. Each Covered Employee 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 Covered Employee would receive actual cash payment(s); that being, at the rate of time and one-half of earned hours or portion(s) thereof. Covered Employees may accumulate up to two hundred forty (240) hours of comp time. Comp time may be sold back and/or carried over.

D. Any Covered Employee who is directed to and returns to work during periods other than his or her regularly scheduled shift shall be paid at the rate of time and one-half, and

he/she shall be guaranteed a minimum of four (4) hours pay at their overtime rate or “comp time.”

E. The Chief of Police shall give forty-eight (48) hour notice for any shift changes affecting Covered Employees covered under this Agreement. Any employee called upon for a shift change within the forty-eight (48) hours shall be compensated at a rate of one-half time for hours worked outside regularly scheduled shift.

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 Covered Employees in positions of the Department; (b) hire, promote, demote, discharge or take disciplinary action(s) against Covered 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 do whatever actions which may be necessary to carry out the mission of the Police Department in situations of emergency.

ARTICLE 18 – MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any United States armed forces who is required to engage in field training will be granted a military leave of absence with pay for the training period as authorized by law. The Covered Employee shall receive eighty-four (84) hours towards their mandatory field training.

B. When an employee is called to active duty or inducted into the United States military, the employee shall automatically be granted an indefinite leave of absence for the duration of military service. To be reinstated by the Borough without loss of privileges or seniority, the employee must report for duty with the Borough within sixty days following release from active duty under honorable circumstances.

C. During the period of active military duty, the employee shall be paid the difference between military salary and the employee’s regular salary for a period not to exceed one hundred and eighty days. Employees on active service will also continue to receive paid health insurance coverage during the one hundred and eighty day period plus an additional thirty days. After this period has expired, employees may continue coverage for themselves or their dependents under the Borough group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the one hundred and eighty day period.

ARTICLE 19 – ATTENDANCE AT NEGOTIATING SESSIONS

It is agreed that duly selected members of the negotiating team for the **BARGAINING UNIT** may attend negotiating sessions if those sessions are scheduled during their regularly scheduled shift with the approval of the Chief of Police or his designee, and provided that there are sufficient remaining Covered Employees on the shift to insure the safety of the Borough of Brooklawn, in accordance with regularly accepted police standards.

ARTICLE 20 – AGENCY SHOP

A. The **BOROUGH** agrees to deduct the representation fee of 85% of the amount of regular P.B.A. dues, fees and/or assessments from any Covered Employee who is covered under this Agreement and does not become a member of the P.B.A.

B. The P.B.A. shall submit to the **BOROUGH**, in writing, the amount of regular charges paid by a member of the P.B.A. for dues, fees and/or assessments so that the 85% representation fee may be computed. This information shall be submitted no later than the first week of January of each year.

C. The P.B.A. will submit to the **BOROUGH** a list of Covered Employees covered by this Agreement that have not become members of the P.B.A.. This list will be submitted no later than the first week of January of each year and/or as soon as possible after the hiring of any new Covered Employee(s) during the year.

D. The **BOROUGH** agrees to deduct the representation fee in equal amounts from the Covered Employee's bi-weekly salary in any calendar year. The deductions shall begin ten (10) days after receiving the list identified in Section C above, or twenty (20) days after the Covered Employee is hired into the Bargaining Unit position. The **BOROUGH** shall have no obligation to make any deductions or payments of the representation fee after a Covered Employee resigns or is otherwise terminated by the **BOROUGH**.

E. P.B.A. Local #30 shall indemnify and hold the **BOROUGH** harmless against any and all claims, demands, suits or other forms of liability, including liability for counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken by or against the **BOROUGH** by virtue of its agreement to this Article.

ARTICLE 21 – VACATION

Permanent Covered Employees shall be granted vacation leave as follows:

A. After the initial month of employment and up to the end of the first calendar year, Covered Employees shall receive eight (8) hours of vacation leave for each month of service. Thereafter, Covered Employees shall receive paid vacation leave as follows:

- (1) From the beginning of the first full calendar year of employment and up to five (5) years of service, 13 days (156 hours) of vacation leave;
- (2) After five (5) years of service and up to ten (10) years of service, 15 days (180 hours) of vacation leave;
- (3) After ten (10) years of service and up to fifteen (15) years of service, 19 days (228) hours of vacation leave;
- (4) After fifteen (15) years of service and up to twenty (20) years of service, 20 days (240 hours) of vacation leave;
- (5) After twenty (20) years of service or more, twenty-two (22) days (264 hours) of vacation leave.

B. The scheduling of vacation leave shall be determined by the Chief of Police or his designee in consultation with the Chairperson of the Public Safety Committee, so that there will be appropriate coverage for the **BOROUGH** at all times.

C. Vacation leave pay will be computed based upon the annual salary of the Covered Employee.

D. Vacation leave for all Covered Employees should be scheduled and taken within the calendar year in which it is earned; however, a Covered Employee may accumulate up to 84 hours (7 days) of his vacation leave for one additional year, but no further.

E. In the event that a Covered Employee decides to forego up to 84 hours (7 days) of his or her vacation leave, or part thereof, and wishes to serve on duty during that time, he/she is given the right to do so. However, notification of his/her 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 Covered Employee by the first day of October in the year proceeding the vacation. The purchase of said notification is to insure that appropriate budgetary commitments will be made by the **BOROUGH**, and this clause must be strictly enforced.

F. Prior continuous service in the Borough of Brooklawn will be computed in determining the years of service for computation of vacation leave.

G. All permanent Covered Employees shall receive sixty (60) hours of "Kelly time" (compensatory time) annually, effective January 1. This time may be used upon approval of the Chief of Police or his designee and may not be sold back or carried over to the following year (unless extraordinary and/or unusual department circumstances cause a member to be disapproved for the use of any earned or unused time).

ARTICLE 22 – SICK LEAVE

A. Sick leave shall be granted to all Covered Employees as set forth by the Department of Personnel (Civil Service) Laws and Regulations of the State of New Jersey, 4A:1-17.4 and 4A:1-17.5.

B. Per this Agreement, it is understood that for the purpose of determining the length of the period referred to as “a day,” it shall be assumed to be a twelve (12) hour period.

C. Each Covered Employee is entitled to “sell back” to the **BOROUGH**, at the rate of 75% its value, up to fifteen (15) of his or her unused sick leave per year. Should the Covered Employee decide to sell back that unused sick leave, such payment will be made to him/her at the next regularly scheduled pay date after which the sick leave days are sold back. To be eligible for Section C, a Covered Employee must maintain forty-five (45) sick days to “sell back” sick time.

ARTICLE 23 – SERVICE RECORD

A. Each Covered Employee shall be entitled to inspect his or her service record upon request to the Chief of Police between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

B. Each Covered Employee shall have the right to photocopy, at no expense to that Covered Employee, any of those records for his or her own personal bookkeeping.

C. Service records shall include all records in the Covered Employee’s file. No papers or correspondence shall be placed into the Covered Employee’s file without that Covered Employee being notified in writing within three (3) business days of that event.

ARTICLE 24 – LOCAL REPRESENTATIVE AND MEMBERS

A. 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.

B. Leave of absence with pay to attend and serve as a representative to the annual Convention(s) of the Policemen’s Benevolent Association may be granted in writing to not more than one unit Covered Employee during the calendar year, with the extent of the leave limited to

five (5) days per representative, plus traveling time. This is pursuant to N.J.S.A. 40A:14-177. Upon the written application to the Chief of Police not less than two (2) weeks advance notice. A Certificate of Attendance at the State Convention(s) shall, upon request, be submitted by the representative so attending.

ARTICLE 25 – PHYSICAL EXAMINATION

The **BOROUGH** shall furnish to all full-time members of the Department 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 shall be conducted on a Covered Employee's off-duty time.

ARTICLE 26 – INJURY ON THE JOB

The **BOROUGH** shall pay the base salary to any Covered Employee who, because of an illness or injury arising out of the performance of his duties, is unable to perform his or her usual or customary employment for the period of the work disability; such period is not to exceed one (1) 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 Covered Employee.

ARTICLE 27 – MANNING CLAUSE

It is acknowledged that the Chief of Police has sole and exclusive prerogative in the manning of shifts for the Police Department of the Borough of Brooklawn. It is the suggestion of the **BARGAINING UNIT** that the Chief of Police consider utilizing two (2) police officers, at a minimum, to work within the Borough of Brooklawn between the hours of 7:00 p.m. and 3:00 a.m., Tuesday through Saturday.

ARTICLE 28 – TERMINATION OF AGREEMENT

Contractual negotiations for the replacement of this Agreement will commence no later than one hundred fifty (150) days prior to the expiration of this Agreement. This expiration of this Agreement is December 31, 2023.

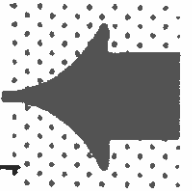
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by their duly authorized representatives this 1st day of January, 2020.

P.B.A. LOCAL #30

BOROUGH OF BROOKLAWN

F M #703

By: *Theresa M. Branella*
THERESA M. BRANELLA, MAYOR



[Signature] #704

[Signature] #707

John B... #706
[Signature] #705

[Signature] #701

+
+
+

ATTEST:

Ryan Giles
RYAN GILES, BOROUGH CLERK