

AGREEMENT BETWEEN
BOROUGH OF LAUREL SPRINGS,
CAMDEN COUNTY, NEW JERSEY
AND
LAUREL SPRINGS POLICE OFFICER'S ASSOCIATION
FOR YEARS
2015 TO 2017

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, 2015 through December 31, 2017.

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.

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

ENLISTMENT 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.

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 this Agreement of their rights and benefits under N.J.S.A. (Revised) 34A, 40 and 40A or any other Federal, State, County, or Local Laws or Ordinances.

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.

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 hour's 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 Laurel Springs Municipal Court (regardless where it is held), 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

ARTICLE XII

VACATIONS

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

| <u>Years of Service</u> | <u>Vacation Hours</u> |
|--------------------------------|------------------------------|
| After one year | 53.75 hours |
| After two years | 107.50 hours |
| After eight years | 161.25 hours |
| After twelve years | 215.00 hours |
| After 20+ years | 268.75 hours |

B. Vacation time is not earned until the requisite years of service, as indicated above, have been reached by the employee. During the first year of service vacation will be earned at the rate of 4 hours per month worked.

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

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 120 hours sick leave annually after one year of continuous service. Sick time will be prorated for a full time employee during the first year of employment at a rate of 10 hours per month.

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.

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 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

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. Salary increases are as follows:

Note: A new hire that is not PTC Certified will be paid the Pre Academy rate until they graduate from an approved police academy, then will receive the Post Academy rate until their anniversary date, at which time they will go to the first step. A new hire that is PTC Certified will start at the first step. Full time employees will receive pay increases based on their date of hire.

| | 2015 (Jan-June) | July-Dec. | 2016 | 2017 |
|--------------|-----------------|-------------|-------------|-------------|
| Pre Academy | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 |
| Post Academy | \$42,500.00 | \$42,925.00 | \$43,568.87 | \$44,222.40 |
| First Step | \$44,837.06 | \$45,285.43 | \$45,964.71 | \$46,654.18 |
| Second Step | \$52,132.59 | \$52,653.92 | \$53,443.73 | \$54,245.39 |
| Third Step | \$59,642.16 | \$60,238.58 | \$61,142.16 | \$62,059.29 |
| Fourth Step | \$65,167.31 | \$65,818.98 | \$66,806.27 | \$67,808.36 |
| Fifth Step | \$72,986.89 | \$73,716.76 | \$74,822.51 | \$75,944.85 |
| Sixth Step | \$75,177.43 | \$75,929.21 | \$77,068.15 | \$78,224.17 |

D. The following are compensation differentials.

Detective - \$1,000.00 per year

Sergeant - \$2,600.00 per year

Corporal - \$1,350.00 per year

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 who have over a year of full time employment shall be provided with the sum of \$1,475.00 per year 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.

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.

ARTICLE XXVII
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2017, without any reopening date, unless agreed to by both parties. This agreement shall continue to bind the parties during any period beyond midnight, December 31, 2017, until such time as a new agreement is signed between the parties. 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 23rd day of February, 2015.

LAUREL SPRINGS POLICE
OFFICER'S ASSOCIATION

BOROUGH OF LAUREL SPRINGS
CAMDEN COUNTY, NEW JERSEY

BY: 1st. Brian F. Muzzetta
[Signature]
[Signature]
[Signature]

Thomas A. Barbera
Thomas A. Barbera, Mayor

ATTEST: [Signature]
Dawn T. Amadio, Municipal Clerk