

# AGREEMENT BETWEEN THE BOROUGH OF BROOKLAWN CAMDEN COUNTY NEW JERSEY

# **AND**

# THE POLICE DEPARTMENT OF THE BOROUGH OF BROOKLAWN

FOR THE YEARS 2005, 2006 & 2007

This Agreement, dated the day of , 200 , is enter into between the BOROUGH OF BROOKLAWN (herein referred to as the BOROUGH) and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NUMBER 30 (herein referred to as the BARGAINING UNIT).

# **ARTICLE 1 – UNION RECOGNITION**

The BOROUGH hereby recognizes the P.B.A DELEGATE NO. 30 as the sole and exclusive collective bargaining representative of all full-time, permanent Police Officers of the Borough of Brooklawn Police Department, excluding the Chief 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, 2007. The salary and all other Articles contained herein are retroactive to January 1, 2005.

# **ARTICLE 3 – GRIEVANCE PROCEDURE**

#### A. Purpose:

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

#### B. Definition:

The term "Grievance" as used herein means a complaint by an 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 presentation of a grievance, the aggrieved 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. Step of Grievance Procedure:

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

#### STEP 1

- a. The aggrieved shall institute action, in writing; signed and delivered to the Chief of Police within five (5) working days of the occurrence. Failure to act within said five day period shall be deemed to constitute an abandonment of the grievance.
- b. The Chief of Police shall render a decision in writing within five (5) days after the receipt of the grievance.

#### STEP 2

a. Should the aggrieved disagree with the decision of the Chief of Police, then and in that event, the aggrieved may within five (5) working days of that decision, submit the grievance to the Chairman of the Public Safety Committee. The grievance shall be in writing and signed. Within five days of the receipt of the grievance, the Chairman of the Public Safety Committee shall render a written decision.

#### STEP 3

a. Should the aggrieved be dissatisfied with the Chairman's decision, such person has five (5) working 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 Chairman of Public Safety Committee together with the disputed areas submitted by the aggrieved at the next regularly scheduled Council meeting following the submission of the grievance to it. The aggrieved and/or the 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 five (5) 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 procedures, 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 can add nothing to, nor subtract anything from the AGREEMENT between the parties or any policy of the BOROUGH. Only Borough Council, the aggrieved and the Bargaining Unit shall be given copies of the Arbitrator's Report of Finding and Recommendations.

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

#### **ARTICLE 4 – SEVERABILITY**

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

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification, revision or substitution for such clause or clauses. Said notice to be given ten (10) days of the date that the provision is declared invalid or unenforceable.

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

# ARTICLE 5 – LEAVE OF ABSENCE WITH PAY

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

# ARTICLE 6 – HEALTH INSURANCE COVERAGE

The BOROUGH agrees to pay for the full cost and provide coverage for eligible 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 no employee contribution.

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

#### **ARTICLE 6a – DENTAL INSURANCE COVERAGE**

The BOROUGH agrees to pay the full cost and provide coverage for eligible employees (as defined in Article 1) and their dependents in accordance with the definition of the same by the dental insurance through (ORACARE GROUP, PLAN A).

# ARTICLE 6b- VISUAL/EYEWEAR INSURANCE COVERAGE

In lieu of a vision program, the BOROUGH agrees to provide for the reimbursement for vision care costs for the employee (as defined in Article1) and /or his dependents(s) as follows: up to \$350 per year, per employee or family.

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

# <u>ARTICLE 6c – PRESCRIPTION REIMBURSEMENT</u>

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

#### **ARTICLE 7 – MEAL ALLOWANCE**

When an employee is on assignment causing him to work more than two (2) hours beyond his regularly scheduled shift, he may receive a meal allowance upon application to the Chief of Police. Said meal allowance will be defined as \$3.00 for breakfast, \$4.00 for lunch and \$6.75 for dinner.

# ARTICLE 8 - REIMBURSEMENT FOR COST WHILE ATTENDING SCHOOLS OR SEMINARS

When an employee is required by the Chief of Police to attend a Police Academy, Technical School, Seminar or Weapons Qualifications Program for training in relation to his employment, the employee shall be reimbursed for the reasonable expenses incurred for meals, transportation (if 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 is required the officer to be in attendance beyond his regular 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 employee must present proof of his actual expenditure. Transportation reimbursement for employee's use of his own vehicle shall be set at the rate of \$.21 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 OR REGULAR DUTY HOURS

- A. In the event that an employee is required to attend Court other than the Municipal Court of the Borough of Brooklawn, and said employee is not on duty at the time, then the employee shall be entitled to receive mileage allowance at the rate of \$.21 per mile, based upon the actual mileage from his place of residence to said Court.
- B. When an employee is required to attend municipal Court of the Borough of Brooklawn, or any other court by subpoena, and said employee is not on duty at the time, then and in that event, the employee shall be entitled to receive a minimum of (3) hours of his base pay at the rate of time and one half. In order to be compensated for Court appearances, the employee must sign in and out of Court with the Court Administrator. When an employee is required to attend Court other than the Municipal Court of the Borough of Brooklawn, he must notify the Chief of Police in advance and submit an appropriate voucher to receive overtime pay.
- 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 base pay at the rate of time and one half.

# ARTICLE 10 – UNIFORMS AND EQUIPMENT

- A. Each employee shall be entitled to Uniform and Equipment Allowance each year of the contract in the amount of \$900 each year. Each employee shall purchase uniforms and equipment as have been approved by the Chief of Police and the Chairman of Public Safety Committee. The employee may purchase approved uniforms and equipment from the vendor of his own choosing (with the approval from the Chief of Police) and be reimbursed for such purchases from the balance of his uniform allowance (with proof of said purchase). Cost paid for by the employee for upkeep (cleaning) of his uniforms may also be reimbursed out of the balance of his allowance (with proof of those costs/payments) to the BOROUGH.
- B. Each officer had received a soft concealable body armor of ballistic material (Bullet Proof Vest) in the year 1998. Costs for said vest was not deducted from those amounts each employee would receive in his uniform and equipment allowance. It was also agreed that said vest would be replaced after five (5) years of use and that another vest would be issued at no additional costs. The type of vest provided had been determined as agreed to by both parties. Any employee hired after 1993, who had not received said vest, shall be issued one as part of his initial issue and have that replaced after five(5) years of use and that it be issued at no additional cost.

- C. In the event that an employee's uniform or equipment is damaged, destroyed or depleted by the employee acting in the course of and within the scope of his employment, the uniform and equipment allowance shall be utilized to repair or replace that portion of the uniform which had been destroyed or damaged.
- D. In the event that an employee's eyeglasses or contact lenses are destroyed or damaged while and employee is acting within the scope of his employment, then and in that event, the BOROUGH agrees to repair or replace said eyeglasses or contact lenses which have been destroyed or damaged without cost to the employee. Eyeglasses or contact lenses are defined to be corrective lenses as prescribed by an Ophthalmologist or Optometrist.
- E. The equipment to which this article is applicable is that as set forth in the List of Equipment attached as schedule A.

# **ARTICLE 11 – WEAPONS QUALIFICATIONS**

Each officer shall be issued the number of rounds necessary for that officer to qualify on their service weapon in accordance with the policies established by the Chief of Police and/or the Attorney General of the State New Jersey.

It is also agreed that should any employee achieve a score qualifying as an Expert during Firearms Qualifications, he shall receive a bonus payment in the amount of \$25.00. Said employee need to qualify as an Expert on any one of those courses of fire during the duration of the Firearms Qualifications Training. Expert shall be defined as a score of 92 (or higher) as determined by the Range master on the course.

A. Expert Qualification Bonuses shall be paid to each employee no later than the last regularly scheduled pay date in November.

# **ARTICLE 12 – TRAVEL EXPENSES**

All 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 an automobile for such travel and when such a vehicle is not provided, and the employee is required to use his own vehicle, the employee shall be reimbursed at the rate of \$.21 per mile computed upon the actual mileage to and from the Borough of Brooklawn to the ultimate destination. Reasonable expenses may include, but are not limited to, reimbursement for meals and lodging in accordance with the conditions set forth in Articles 7 and 8.

#### **ARTICLE 13 – HOLIDAYS**

By virtue of the nature of the employment, the covered employees are scheduled for stated tours of duty which may fall on the normal recognized legal holidays. In lieu of time off for the holidays, each employee shall receive a lump sum increase in his/her base pay on January 1, 2005.

- A. 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.
- B. Should an employee be scheduled to work his tour of duty on any of those above listed Holidays, in addition to regular pay, shall also be compensated for that day at a rate of one half time. This pay shall be given by the submission on the appropriate voucher, submitted thru the Chief of Police.
- C. It is noted that there are to holidays which could be defined as "Christian holidays" that being, Good Friday and Christmas. A member of the bargaining unit could substitute, when appropriate, a non-Christian holiday for a Christian holiday should a member of the bargaining unit not celebrate Christian holidays.

#### **ARTICLE 14 – SALARY\*\***

#### POLICE RECRUIT / TRAINEE

2005	\$23, 000 (\$11.06/hr)
2006	\$23, 000 (\$11.06/hr)
2007	\$23, 000 (\$11.06/hr)

#### PATROLMAN – start employ\* to December 31st

2005	\$36,329.25 (\$17.47/hr)
2006	\$38,145.71(\$18.34/hr)
2007	\$40,053.00 (\$19.26/hr)

# PATROLMAN - Start of first full calendar year

2005	\$40,448.78 (\$19.45/hr)
2006	\$42,471.22 (\$20.42/hr)
2007	\$44,594.78 (\$21.44/hr)

# PATROLMAN - Start of second full calendar year

2005	\$46,261.56 (\$22.24/hr)
2006	\$48,574.64 (\$23.35/hr)
2007	\$51,003.37 (\$24.52/hr)

## PATROLMAN – Start of third and subsequent years

2005	\$51,975.80 (\$24.99/hr)
2006	\$54,574.59 (\$26.24/hr)
2007	\$57,303.32 (\$27.55/hr)

# PATROLMAN – Start of fifth and subsequent years

2005	\$52,784.58 (\$25.38/hr)
2006	\$55,423.81 (\$26.65/hr)
2007	\$58,195.00 (\$27.98/hr)

# PATROLMAN – Start of tenth and subsequent years

2005	\$53,216.28 (\$25.58/hr)
2006	\$55,877.09 (\$26.86/hr)
2007	\$59,670.95 (\$28.69/hr)

#### SENIOR PATROLMAN

2005	\$55,066.83 (\$26.47/hr)
2006	\$57,820.17 (\$27.80/hr)
2007	\$60,711.18 (\$29.19/hr)

#### SERGEANT OF POLICE

2005	\$56,649.65 (\$27.24/hr)
2006	\$59,482.13 (28.60/hr)
2007	\$62,456.24 (\$30.03/hr)

<sup>\*</sup>includes successful completion of Police Academy

#### **ARTICLE 15 – TRAINING**

- A. when an employee in the Bargaining Unit is required to attend a Police Academy, Technical School, Seminar or Firearms Qualifications Program in conjunction with his employment, he shall receive his normal pay and allowances during attendance at such program and receive overtime if required to attend during off-duty hours. The Chief of Police shall have the discretion to rearrange the work schedule to reduce expenses whenever he deems it necessary.
- B. Each full-time office may attend up to 40 hours per year of Schools, Seminars or Training of his choosing, provided they are job or assignment related and approved by the Chief of Police or the Chairman of the Public Safety Committee. 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 - CALLBACK AND RECALL

- A. A. callback of a shift or any comparable unit during a declared emergency, which has be so proclaimed by the Chief of Police or the Chairman of Public Safety Committee, shall result in payment of overtime to said employees so serving during the emergency. All officers except relief offices, scheduled to work a second shift within a 24-hour period shall be paid overtime for the second scheduled shift.
  - B. Recall of individual employees will be made on the basis of seniority.
- C. Any employee who is directed to and returns to work during periods other than his regularly scheduled shift shall be paid at the rate of time and one half, and shall be guaranteed a minimum of four (4) hours pay at overtime rate.

<sup>\*\*</sup>includes all lump sum payments

## **ARTICLE 17 – MANAGEMENT RIGHTS**

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

# <u>ARTICLE 18 – ATTENDANCE AT NEGOTIATING SESSIONS</u>

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 and provided that there are sufficient remaining employees on the shift to insure the safety of the Borough of Brooklawn, in accordance with regularly accepted police standards.

# **ARTICLE 19 – 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 employee who is covered under this AGREEMENT and dose 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 tan the first week of January of each year.
- C. The P.B.A. Will submit to the BOROUGH, a list of 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 employee during the year.
- D. The BOROUGH agrees to deduct the representation fee in equal amounts from the employees (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 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 an

employee resigns or is otherwise terminated by the BOROUGH.

E. P.B.A. Delegate #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 20 – VACATION**

- A. Permanent 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, employees shall receive 8 hours of Vacation Leave for each month of service. Thereafter, employees shall receive paid Vacation Leave as follows:

From the beginning of the first full calendar year of employment and up to five years of service; 13 Days(156 hours) of Vacation Leave.

After five years of service and up to ten years of service; 15 Days(180 hours) of Vacation Leave.

After ten years of service and up to fifteen years of service; 19 Days(228 hours) of Vacation Leave.

After fifteen years of service and up to twenty years of service; 20 Days(240 hours) of Vacation Leave.

After twenty years of service and more; 22 Days(264 hours) of Vacation Leave.

- B. The scheduling of Vacation Leave shall be determined by the Chief of Police in consultation with the Chairman of the Public Safety Committee, so that there will be appropriate Police coverage for the BOROUGH at all times.
- C. Vacation Leave pay will be computed based upon the annual salary of the employee.
- D. Vacation Leave for all employees should be scheduled and taken within the calendar year it is earned; however, an employee may accumulate up to 84 hours (7 Days) of his Vacation Leave for one(1) additional year, but no further.
- E. In the event that an employee decided to forgo up to 84 hours (7 Days) of his Vacation Leave, or part thereof, and wishes to serve on duty during that time, he is given the right to do so. However, notification of his desire to work during the Vacation Leave must be approved by the Chief of Police in the proceeding year and notification to the Governing Body must be given by the employee by the first day of October in the year proceeding the Vacation. The purpose of said notification is to insure the appropriate budgetary commitments will be made by the BOROUGH, and this clause must be strictly enforced.

- 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 employees shall receive 60 hours of "Kelly" time (also known as Garcia time) annually. This time may be used upon approval of the Chief of Police and may not be sold back or carried over to the following year.

#### **ARTICLE 21 – SICK LEAVE**

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

Per this AGREEMENT, it is understood that for the purposes of determining the length of the period of time referred to as "a Day", it shall be assumed to be a twelve(12) hour period.

Each employee is entitled to "sell back" to the BOROUGH, at the rate of 75% its value, up to fifteen(15) of his/her unused Sick Leave days per year. Should the 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.

A. No employee may sell back his/her Sick Leave Days unless and until they are able to maintain a balance of Sixty (60) Sick Leave Days at all times.

# <u>ARTICLE 22 – SHIFT DIFFERENTIAL</u>

Any full-time employee covered by this AGREEMENT shall, when said employee is working between the hours of 7:00pm to 7:00am inclusive, receive ten(10) percent per hour on top of his base salary.

- A. Shift Differential shall be paid to the employee on a Quarterly basis.
- B. All work schedules shall be set by the Chief of Police.

# <u>ARTICLE 23 – LONGEVITY</u>

All employees covered by this AGREEMENT shall receive a one time lump sum increase in their base salary in lieu Longevity Compensation. This article shall be deleted after the expiration of this AGREEMENT.

# <u>ARTICLE 24 – SERVICE RECORDS</u>

A. Each employee shall be entitled to inspect his Service Record upon request to the Chief of Police, between the hours of 9:00am and 3:00pm, Monday through Friday.

- B. Each employee shall have the right to photocopy any of those records for his own personal bookkeeping.
- C. Service Records shall include all records in the employee's file. No papers or correspondence shall be placed into the employee's file without that employee being notified in writing within three(3) business days of that event.

# <u>ARTICLE 25 – LODGE REPRESENTATIVE AND MEMBERS</u>

- A. A dully authorized Representative of the Local, designated in writing, after reporting to the office of the Chief of Police or the Chairman of the Public Safety Committee, 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 of the Policemen's Benevolent Association may be granted in writing to not more than one unit employee during the calendar year; with the extent of 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 and/or the Chairman of the Public Safety Committee, not less than two(2) weeks advance notice. A Certificate of Attendance at the State Convention shall, upon request, be submitted by the Representative so attending.

# <u>ARTICLE 26 – PHYSICAL EXAMINATION</u>

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 an employee's off-duty time.

# <u>ARTICLE 27 – INJURY ON THE JOB</u>

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

# <u>ARTICLE 28 – MANNING CLAUSE</u>

A. 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 using two(2) officers to work within the Borough of Brooklawn between the hours of 7:00PM to 3:00AM, "Tuesday – Saturday."

# **ARTICLE 29 – TERMINATION OF AGREEMENT**

Contractual negotiations for the replacement of this AGREEMENT will commence no later than one hundred and fifty(150) days prior to the expiration of this AGREEMENT. The expiration date of this AGREEMENT is December 31, 2007.

Mayor and Council	Brooklawn Police
John Jowasi	
	6 Hm (/// #710
Barbara Lews	Opl Raymand O. Ma hetyn & "203
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