

AGREEMENT BETWEEN
BOROUGH OF LAWNSIDE, CAMDEN COUNTY, NEW JERSEY
AND
NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION
INTERCOUNTIES LOCAL #30

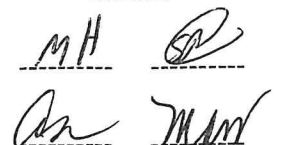
TERM: JULY 1, 2014
THROUGH
DECEMBER 31, 2018

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LAWNSIDE POLICE DEPARTMENT
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ARTICLE I

RECOGNITION

- Section 1. This agreement is effective as of July 1, 2008 between the Borough of Lawnside, Camden County, State of New Jersey (hereinafter referred to as the "Borough") and the Policemen's Benevolent Association, Intercounties Local Number 30 (hereinafter referred to as "PBA")
- Section 2. The Borough hereby recognizes the PBA as the majority representative for all Police Officers for the purpose of collective negotiations with respect to the terms and conditions of employment pertaining to this agreement.
- Section 3. The Borough recognizes the Shop Steward and his/her alternate to act as liaison between the Police Officers and the Borough in matters pertaining to this agreement.
- Section 3A. This agreement is effective only for full-time Police Officers at the time of ratification in order to receive any negotiated increase as set forth herein including but not limited to any retroactive increases in salaries.
- Section 4. It is understood that this agreement includes the rank of Patrolman, Corporal and Sergeant under all issues agreed to and under all rights reserved.
- Section 4A. Recruits: date of hire, before and during accredited Police Academy training, upon completion of academy training employee becomes a Probationary Patrolman.
- Section 4B. Probationary Patrolman: any Police Officer who has graduated from an accredited Police Academy or any Police Officer with a New Jersey Police Certificate shall serve a probationary period one (1) year.
- Section 4C. Permanent Police Officer: any Police Officer who has graduated from an accredited Police Academy or any Police Officer with a New Jersey Police Training Certificate.

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ARTICLE II

MAINTENANCE OF STANDARDS AND MANAGEMENT FUNCTIONS

- Section 1. The Borough will not engage in any activity for the purpose of discriminating against any employee because of his membership in the PBA or his race, sex, religion, age, or any non job-related handicap condition which can be reasonably accommodated.
- Section 2. Nothing contained herein shall be construed to deny or restrict any employee rights as he/she may be entitled pursuant to any other applicable law and regulation.
- Section 3. This agreement shall not be changed or amended except by mutual agreement reduced to writing and duly executed by parties before becoming effective.
- Section 4. The Borough reserves the right with respect to all other conditions of employment not set forth in this agreement to make such changes, modifications, and/or restrictions as it deems desirable and necessary for the efficient and effective operation of the Police Department.
- Section 5. Nothing contained herein shall be construed to deny or restrict the Borough of its rights and authority under the State of New Jersey.

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ARTICLE III

WORKERS COMPENSATION

- Section 1. When an employee is injured on duty, he is to receive Workers Compensation wherein the officer will receive his full salary up to six months within any two-year period. The Officer is required during that time period to reimburse the Borough by the endorsement of the Workers Compensation payment check over to the Borough.
- Section 2. Sick leave shall not be charged against employee who is injured in the line of duty; provided the employee supplies medical certificate substantiating the injury requires an absence from work and follows proper administrative procedures for reporting injuries. The Borough reserves the right to compel a medical evaluation by a Borough physician or Borough designated physician at its own expense.

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ARTICLE IV

INSURANCE

Section 1. Health Insurance: all Police Officers shall receive on a contributory basis; health benefit coverage and a prescription, dental, and optical plan.

Sub-Section A. Upon retirement a member with 20 years full-time Police service and his/her spouse shall receive the same medical coverage in effect on the date of the member's retirement, which shall be paid in full by the Borough until the retiree or spouse is eligible for Medicare, Medicaid, or both, at which time the Borough shall pay for supplemental coverage, plus prescription and dental coverage for the retiree and spouse as the case may be, at the same level of coverage in effect on the date of the member's retirement. Retiree must certify annually in writing to the Borough that he/she is not covered by another medical insurer. If the retiree is covered by another medical insurer, the Borough coverage shall terminate.

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ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

- Section 1. The purpose of this Article is to settle all grievance between the Police Officers and the Borough as quickly as possible so as to ensure efficiency and promote employee morale.
- Section 2. A grievance is defined as any disagreement or dispute between the Borough and its Police officers involved in the application, interpretation, or alleged violation of this agreement.
- Section 3. Any grievance must be presented within ten (10) calendar days after the aggrieved employee knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:
- Step 1: PBA on behalf of the aggrieved employee or Police Officers or the Borough shall institute action under the provisions herein within fifteen (15) working days of the occurrence(s) of the grievance, and an earnest effort shall be made to settle the differences between the PBA and the Public Safety Director for the purpose of resolving the matter informally. Failure to act within said fifteen calendar days shall be deemed and constitute an abandonment of grievance. The Public Safety Director shall render a written decision within fifteen (15) working days after receipt of the grievance.
- Step 2: In the event the grievance has not been resolved in Step 1, the PBA shall in writing sign/file the grievance with the Borough Administrator within ten (10) calendar days following the determination of Step 1. The Borough Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.
- Step 3: In the event the grievance has not been resolved by Step 3, the matter may be referred to the arbitration process, and in the event the Borough or the PBA desire to submit a grievance to the arbitration process, the procedures shall be as follows:
1. The party demanding mediation or arbitration shall additionally serve written notice of its intention to go to mediation or arbitration on the other party within (10) calendar days from the Police Committee's determination.

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2. The party demanding mediation or arbitration shall request the N.J. Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulation off the New Jersey Public Employee Relation Commission.
3. The cost of the service of the arbitrator shall be borne equally by the Borough and the PBA.
4. Any other costs shall be paid by the party that incurred them.
5. The decision of the arbitrator shall be binding, in writing, and shall include the reasons for such decision.

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ARTICLE VI

DISCIPLINE

- Section 1. No permanent employee shall be disciplined, reprimanded, suspended, discharged, or belittled without just cause.
- Section 2. Any action asserted by the ranking officer, the Public Safety Director or the Borough shall be subject to the grievance procedure herein.
- Section 3. In the event of suspension, the employee may use accrued vacation time or holidays in lieu of the days off without pay, if agreed upon by both parties.
- Section 4. Management reserves the right to hold general meetings and one-on-one meetings for the purpose of information, training, counseling, and other work-related.
- Section 5. Any Police Officer who is notified of a hearing that may result in disciplinary action, shall have the right to have a PBA representative present and/or the Department Shop Steward and/or his/her alternate and/or attorney.

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ARTICLE VII

UNION SECURITY

Section 1. Effective with the signing of this agreement, the Borough agrees to deduct from the salaries of its Police Officers, subject to the provisions of this agreement, dues for the PBA. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e.

Section 2. A check-off shall commence for each new employee who signs a properly dated authorization card supplied by the PBA and verified by the Treasurer of the PBA during the month following the filing of the authorization card with the Borough.

Section 3. At the request of the PBA, the Borough shall deduct fair share representation fee from all non-members of the PBA who are included in the bargaining unit. The amount of the fair share representation fee shall be equal to eighty-five percent (85%) of the regular dues and assessments charged by the PBA to its members. The aggregate deductions from all Police Officers shall be remitted to the Treasurer of the PBA, together with a list of names of the Police Officers from which the deductions were made, by the thirtieth (30th) of the succeeding month after such deductions were made.

Subsection 3A. Such deductions shall commence only after the PBA has notified the Borough of its record dues and assessments and the name of each non-member for which it wishes a deduction be made. The Borough need not make any deduction within the first thirty (30) days after such enrollment.

Subsection 3B. The Borough shall transfer all funds so deducted to the PBA within forty-five (45) days of said deduction.

Subsection 3C. The PBA shall indemnify, defend, and hold the Borough harmless against any and all claims, lawsuits, or other forms of litigation that shall arise out of, or by reason, action taken by the Borough in connection with Article VII of this agreement.

Section 4. If, during the life of this agreement, there shall be change in the rate of membership dues, the PBA shall furnish the Borough written notice on PBA letterhead the actual amount that shall be deducted prior to the effective date, signed by the PBA President or the local representative.

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Section 5. The PBA will provide the proper authorization cards and the PBA will secure the signatures from the members and deliver the authorization cards to the Borough Chief Financial Officer.

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ARTICLE VIII

VACATION BENEFITS

Section 1. The following annual vacation leave with pay shall be granted each calendar year. All Police Officers must work five (5) full months before they are eligible for any vacation time.

Section 2. The following schedule reflects the annual vacation leave policy under the 8-hour work schedule:

Start of 6 th Month to 1 st year	=	6 days
Start of 2 nd year to 5 th year	=	12 days
Start of 6 th year to 11 th year	=	15 days
Start of 12 th year to 20 th year	=	20 days
Start of 21 st year or more	=	25 days

Section 3. Formula for conversion from 8-hour shift to 10/12 hour shifts

<u>Days</u>	<u>10-hour shift</u>	<u>12-hour shift</u>
6	5 days	4 days
12	9 days	8 days
15	12 days	10 days
20	16 days	13 days

Section 4. Between January 1 and January 31, inclusive of each year, vacations for said calendar year shall be granted upon request with priority dates according to departmental seniority the initial request shall not exceed ten (10) days. On and after February 1 of each year, vacations for said calendar year shall be granted upon request with priority given in the order in which requests are received. The number of employees who may be on vacation at the same time shall be determined by the OIC with approval of the Director of Public Safety. The final approving authority for vacations shall be the Director of Public Safety or if he/she is not available the highest ranking officer in the Police Department.

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ARTICLE IX

HOLIDAYS

Section 1. The Borough will recognize the following holidays for Police Officers covered in this agreement:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 7. Independence Day |
| 2. Martin Luther King Day | 8. Labor Day |
| 3. President's Day | 9. Columbus Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. General Election | 12. Veteran's Day |

Section 2. Pursuant to Article XV Section 3 of the 2010-2014 Agreement the Lawnside Police Department have agreed to give back the twelve (12) paid holidays in exchange for a twelve (12) hour work day (Minimum 2080 hours per year).

For the purpose of this agreement, the holidays enumerated above shall mean nationally recognized date of said holiday.

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ARTICLE X

PERSONAL DAYS

- Section 1. All Police Officers will receive three (3) personal days to be taken during the course of the year, as seen fit by the employee. The aforementioned personal days must be requested at least one (1) week in advance in writing unless it is a personal emergency. Said personal days cannot be carried over from year to year and are non-compensable upon termination of employment.
- Section 2. If an Officer leaves his/her employment during any given calendar year and has taken his/her full personal day entitlement, he/she shall be required to reimburse the Borough on a pro-rated basis for the personal days taken.

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ARTICLE XI

SICK LEAVE

- Section 1. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness, which prevents the Officer from doing usual duties of his/her position or exposure to contagious disease.
- Section 2. Any Police Officer who is absent for reasons that entitle him/her to sick leave shall notify their immediate supervisor or Public Safety Director no later than one (1) hour prior to the start of his/her duty, except in cases of extreme emergency where the Officer is unable to do so.
- Section 3. Police Officers shall be entitled to twelve (12) sick days a year and it is understood that each employee shall have fully earned his/her sick days as of the first of each year. If an officer leaves his/her employment during any given calendar year and has taken his/her full sick day entitlement, he/she shall be required to reimburse the Borough for the time unearned (i.e. if an Officer leaves in July, he/she must reimburse the Borough six (6) days of the twelve (12) taken).
- Section 4. If a Police Officer is absent for three (3) consecutive days, the Public Safety Director will require acceptable evidence from a physician indicating the nature of the illness and length of time the employee was absent due to this illness.
- Section 5. The Borough Administrator or his/her designee may require acceptable evidence indicating illness for period less than three (3) days with sufficient probable cause.
- Section 6. Police Officers shall not lose sick time accumulated prior to the effective date of this agreement.

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ARTICLE XII

BEREAVEMENT LEAVE

- Section 1. In the event of the death of a Police Officer's immediate family (immediate family hereby defined as father, mother, spouse, children, or foster children of the Police Officer, sister, brother, father-in-law, mother-in-law of the Police Officer, grandmother, grandfather), each Police Officer shall be entitled to five (5) days off without loss of pay.
- Section 2. In the event of the death of a Police Officer's aunt, uncle, son-in-law, daughter-in-law, sister-in-law, brother-in-law, each employee shall be entitled to three (3) days off without loss of pay.
- Section 3. If extenuating circumstances arise where more time off is required, the employee may request vacation and/or sick time off from the Public Safety Director and/or Borough Administrator.
- Section 4. Upon request by the Borough Administrator, proof of bereavement leave must be submitted.

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ARTICLE XIII

MILITARY LEAVE/LEAVE OF ABSENCE

Any Police Officer who enters upon active duty in the United State Armed Forces, Reserves, and/or National Guard in the time of war or emergency will be granted a leave of absence in accordance with federal and state law.

LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence without pay from his employment with the Borough for reasons other than military leave of absence, shall reduce request to writing, stating the reason for the leave, and the employee must receive permission from the Public Safety Director and approval from the Administrator and Council.

Section 2. Police Officers shall also be entitled to leave of absence for a family medical reason in accordance with the FMLA, NJFLA and all amendments to the law.

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ARTICLE XIV

MISCHELLANEOUS

- Section 1. Each employee will be allowed the use of a Departmental vehicle whenever accessible for in-service training or any other schools that are required by the Borough as approved by the Public Safety Director and/or Borough Administrator.
- Section 2. Any mandatory training scheduled on a member's non-work day must be attended by all Police Officers, who will be compensated with comp time not to exceed eight (8) hours.
- Subsection 2. Maximum of \$7.50 per diem for in-service training only on days off.

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ARTICLE XV

MISCELLANEOUS II

- Section 1. Retroactive for articles in this contract agreement shall apply to salaries only. All other articles agreed upon shall be effective as of the ratification of the contract and/or January 1.
- Section 2. Members of the Department will be reimbursed 80% for law enforcement classes taken at an accredited college or university, upon completion and receiving of a C+ or better grade with a valid transcript.
- Section 3. Hours of work: the members of the Lawnside Police Department have agreed to give back the twelve (12) holidays for a twelve (12) hour work day. (Minimum of 2080 hours per year).
- Section 4. Spousal benefits: in the event a member of this Department dies during the course of the contract year, the employer shall pay the surviving spouse, or in lieu thereof, the estate of the said member of the department, for any accrued unused vacation time and holiday time due to said member.

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ARTICLE XVI

COURT TIME

- Section 1. All officers who are called in on their time off will receive a rate of \$75.00 for the first two hours per appearance for municipal court and overtime thereafter per appearance for municipal court.
- Section 2. Compensation time shall be granted for county, state, and federal court appearances at a rate of time and one half per hour of appearance.
- Section 3. Court attire: any officer who is on duty or is scheduled to be the Court Officer shall be in uniform. Officer who are off duty or is scheduled wear either their uniform or some form of business attire (i.e. jacket and tie, dress, blouse/shirt).

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ARTICLE XVII

UNIFORMS

- Section 1. Clothing Allowance: Members of this Department shall receive a maximum allowance of \$750.00 for the replacement of Police clothing and equipment. Vouchers must be pre-approved and distributed from the Administrator to the Public Safety Director.
- Section 2. Clothing Maintenance: Members of the Department shall receive a maximum annual allowance of \$500.00 for clothing maintenance. Vouchers will be paid June 15th and December 15th upon presentation to the Borough Administrator of vouchers and receipts.
- Section 3. The wearing of personal jewelry is strictly prohibited and the Borough shall not be responsible for loss or damage thereof, except for watches eyeglasses, or contact lenses, the value of which shall be determined by the Borough Administrator.

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ARTICLE XVII

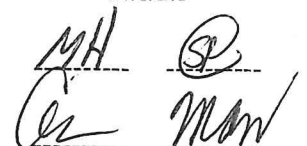
SALARIES AND WAGES

	7/1/14 +0%	1/1/15 +4%	1/1/16 +2%	1/1/17 +2%	1/1/18 +0%
Recruit:	\$31,836	\$33,109	\$33,771	\$34,446	\$34,446
Probation:	\$40,925	\$42,562	\$43,413	\$44,281	\$44,281
Patrol I:	\$47,315	\$49,208	\$50,192	\$52,096	\$52,096
Patrol II:	\$54,733	\$56,922	\$58,060	\$59,221	\$59,221
Patrol III:	\$57,188	\$59,476	\$60,671	\$61,884	\$61,884
Patrol IV:	\$60,082	\$62,485	\$63,735	\$65,010	\$65,010
Corporal:	Current top patrolman salary +\$1,000.00 to be appointed by resolution.				
Sergeant:	\$65,212	\$67,820	\$69,176	\$70,560	\$70,560

DEFINITIONS



- Recruit: From date of hire through completion of Academy training.
- Probation: Completion of Academy training through anniversary date.
- Patrolman: Start of 2nd year.
- Patrolman II: Start of 3rd year.
- Patrolman III: Start of 4th year.
- Patrolman IV: Start of 5th year.
- Corporal: Senior Patrolman who has been appointed by resolution.
- Section 1. All employees who were hired before 2002 will receive pay increases based on date of hire; all others will receive pay increases based on graduation date from Academy.

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Subsection 1A: Employees who are Academy-trained when hired will receive pay increases based on date of hire.

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ARTICLE XIX

RETENTION OF BENEFITS

The Borough agrees that all benefits, terms, and conditions of this agreement will remain in effect during collective negotiation leading to the execution of this agreement; also, employment relating to the status of members of the Lawnside Police Department shall be maintained within the highest standards

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ARTICLE XX

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, or phrase of this agreement or any application to any employee or group of employees is held to be invalid by operation of law or by the court or the tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE XXI

FULLY BARGAINED PROVISIONS

- Section 1. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. 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 subject or matter not removed by law in the area of collective negotiations and that the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore the employer and the PBA, for the life of this agreement, each voluntarily and unqualifiedly waives the right 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 even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.
- Section 2. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.
- Section 3. This agreement shall be governed exclusively by the laws of the State of New Jersey.

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ARTICLE XXII

TERMS OF AGREEMENT

Section 1. This agreement shall be in force from the date settled retroactive to July 1, 2014 and is duly executed and shall remain in effect until and including December 31, 2018, and shall continue in force thereafter from year to year, unless and until either of the parties hereto has given the other party sixty (60) days written notice prior to the end of any subsequent year or of its intention to revise or terminate the provisions of this agreement.

In witness whereof and intending to be legally bound hereby, the parties hereto have hereinto set their hands as of the day and year first above written.

Borough of Lawnside

State of New Jersey Policeman's
Benevolent Association, Intercounties'
Local #30

By: Mary Ann Wardlow
Maryann Wardlow, Mayor

By: [Signature]
Authorized Representative, PBA
Local #30

[Signature]
Borough Administrator

[Signature]
Lawnside Police Department

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