

**AGREEMENT  
BETWEEN THE  
BOROUGH OF BROOKLAWN  
CAMDEN COUNTY  
NEW JERSEY**

**AND**

**THE POLICE DEPARTMENT  
OF THE  
BOROUGH OF BROOKLAWN**

**FOR THE YEARS  
2008, 2009, 2010,  
2011 & 2012**

This Agreement, dated the 14th day of January , 2009 , is entered into between the BOROUGH OF BROOKLAWN (herein after referred to as the BOROUGH) and the POLICEMENS BENEVOLENT ASSOCIATION, LOCAL #30 (herein after 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, excluding the Chief 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, 2012. The salary and all other Articles contained herein are retroactive to January 1, 2008.

### **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 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.

#### **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.

#### **Presentation of Grievance:**

**In the 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.**

**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 aggrieved 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) calendar days after receipt of the grievance.**

**STEP 2**

**Should the aggrieved or the majority representative disagree with the decision of the Chief of Police, then and in that event, the aggrieved 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 days of receipt of the Grievance, the Chairperson of the Public Safety Committee shall render a written decision.**

**STEP 3**

**Should the aggrieved 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 aggrieved at the next regularly scheduled Council meeting following the submission of the grievance to it. The aggrieved 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**

**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.**

**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.**

**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.**

**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.**

**The Arbitrator shall limit himself to the issues submitted and shall consider nothing else. He/She 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.**

**The Arbitrator's fee shall be divided equally amongst 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 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.**

**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.**

~~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**

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 death through the date of the funeral. Immediate family shall be defined as spouse, parents of employee or spouse, children, brothers, sisters and grandparents or grandchildren.

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 or his designee.

#### **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 dependants 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.

#### **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 dependants 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 employees (as defined in Article 1) and/or his or her dependants as follows: Up to \$350.00 per year, per employee or family.

This reimbursement to the 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 dependant. Said vision care may be performed by the Optician/Optomtrist/Provider of the 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 an employee is on assignment causing him or her to work more than two (2) hours beyond his regularly scheduled shift, he/she 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 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 or her employment, the 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 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 employee must present proof of the actual expenditure. Transportation reimbursement for 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 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 prevailing I.R.S. rate

per mile, bases upon the actual mileage from his/her place of residence to said court.

- B. When an employee is required to attend the 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 three (3) hours of his or her pay as stated in Article 14, 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/she must notify the Chief of Police or his designee in advance and submit an appropriate voucher to receive overtime pay.

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 14, at the rate of time and one half.

#### **ARTICLE 10 – UNIFORMS AND EQUIPMENT**

Each employee shall be entitled to a Uniform and Equipment Allowance each year under the AGREEMENT in the amount of \$1,000.00 per year. The 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 employee for upkeep, cleaning, etc. of his or her uniforms may also be reimbursed to the employee out of the balance of his/her allowance, provided that proof of those costs and/or payment be provided to the BOROUGH.

Every 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.

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

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 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.

In the event that an employee's eyeglasses or contact lenses are destroyed or damaged while the 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 damaged without cost to the employee. Eyeglasses or contact lenses are defined to be corrective lenses as prescribed by an Ophthalmologist or Optometrist.

#### **ARTICLE 11 – WEAPONS QUALIFICATIONS**

Each employee shall be issued the number of rounds necessary for that employee 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 of New Jersey.

It is also agreed that should any employee achieve a score qualifying as an Expert during Firearms Qualifications, she or she shall receive a bonus payment in the amount of \$50.00. Said employee needs to qualify as an Expert on any one of those courses of fire during the duration of the Firearms Qualification Training. Expert shall be defined as a score of 92 (or higher) as determined by the Range Master on the course.

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 a vehicle for such travel and when such vehicle is not provided and the employee is required to use his own vehicle, the 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 13 – HOLIDAYS**



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

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.

Should an employee be scheduled to work his or her tour of duty on any one 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 submission on the appropriate voucher, submitted thru 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 14 – SALARY

##### **POLICE RECRUIT / TRAINEE**

2008	\$ 23,920.00	(\$ 11.50/hr.)
2009	\$ 24,876.80	(\$ 11.96/hr.)
2010	\$ 25,871.87	(\$ 12.44/hr.)
2011	\$ 26,906.75	(\$ 12.94/hr.)
2012	\$ 27,983.02	(\$ 13.45/hr.)

##### **POLICE OFFICER – start employment through December 31<sup>st</sup>**

2008	\$ 41,655.12	(\$ 20.03/hr.)
2009	\$ 43,321.32	(\$ 20.83/hr.)
2010	\$ 45,054.17	(\$ 21.66/hr.)
2011	\$ 46,856.33	(\$ 22.53/hr.)
2012	\$ 48,730.58	(\$ 23.43/hr.)

##### **POLICE OFFICER - Start of first full calendar year**

2008	\$ 46,378.57	(\$ 22.30/hr.)
2009	\$ 48,233.71	(\$ 23.19/hr.)
2010	\$ 50,163.06	(\$ 24.11/hr.)

<b>2011</b>	<b>\$ 52,169.59</b>	<b>(\$ 25.08/hr.)</b>
<b>2012</b>	<b>\$ 54,256.37</b>	<b>(\$ 26.08/hr.)</b>

**POLICE OFFICER - Start of second full calendar year**

<b>2008</b>	<b>\$ 53,043.50</b>	<b>(\$ 25.50/hr.)</b>
<b>2009</b>	<b>\$ 55,165.24</b>	<b>(\$ 26.52/hr.)</b>
<b>2010</b>	<b>\$ 57,371.85</b>	<b>(\$ 27.58/hr.)</b>
<b>2011</b>	<b>\$ 59,666.73</b>	<b>(\$ 28.69/hr.)</b>
<b>2012</b>	<b>\$62,053.40</b>	<b>(\$ 29.83/hr.)</b>

**POLICE OFFICER – Start of third full calendar year**

<b>2008</b>	<b>\$ 59,595.45</b>	<b>(\$ 28.65/hr.)</b>
<b>2009</b>	<b>\$ 61,979.27</b>	<b>(\$ 29.80/hr.)</b>
<b>2010</b>	<b>\$ 64,458.44</b>	<b>(\$ 30.99/hr.)</b>
<b>2011</b>	<b>\$ 67,036.78</b>	<b>(\$ 32.23/hr.)</b>
<b>2012</b>	<b>\$ 69,718.25</b>	<b>(\$ 33.52/hr.)</b>

**POLICE OFFICER – Start of fifth full calendar year**

<b>2008</b>	<b>\$ 60,522.80</b>	<b>(\$ 29.10/hr.)</b>
<b>2009</b>	<b>\$ 62,943.71</b>	<b>(\$ 30.26/hr.)</b>
<b>2010</b>	<b>\$ 65,461.46</b>	<b>(\$ 31.47/hr.)</b>
<b>2011</b>	<b>\$ 68,079.92</b>	<b>(\$ 32.73/hr.)</b>
<b>2012</b>	<b>\$ 70,803.12</b>	<b>(\$ 34.04/hr.)</b>

**POLICE OFFICER - Start of tenth full calendar and subsequent years**

<b>2008</b>	<b>\$ 62,057.79</b>	<b>(\$ 29.83/hr.)</b>
<b>2009</b>	<b>\$ 64,540.10</b>	<b>(\$ 31.03/hr.)</b>
<b>2010</b>	<b>\$ 67,121.70</b>	<b>(\$ 32.27/hr.)</b>
<b>2011</b>	<b>\$ 69,806.57</b>	<b>(\$ 33.56/hr.)</b>
<b>2012</b>	<b>\$ 72,598.83</b>	<b>(\$ 34.90/hr.)</b>

**SENIOR POLICE OFFICER – Shall begin upon entering 15 years of service with the Police & Fire Retirement System (PFRS).**

2008	\$ 63,139.63	(\$ 30.36/hr.)
2009	\$ 65,665.21	(\$ 31.57/hr.)
2010	\$ 68,291.82	(\$ 32.83/hr.)
2011	\$ 71,023.49	(\$ 34.15/hr.)
2012	\$ 73,864.43	(\$ 35.51/hr.)

**NOTE: The current Senior Police Officer shall maintain his current Senior Police Officer status until a higher rank is achieved.**

**POLICE SERGEANT**

2008	\$ 64,954.49	(\$ 31.23/hr.)
2009	\$ 67,552.67	(\$ 32.48/hr.)
2010	\$ 70,254.78	(\$ 33.78/hr.)
2011	\$ 73,064.97	(\$ 35.13/hr.)
2012	\$ 75,987.57	(\$ 36.53/hr.)

**ARTICLE 15 – TRAINING**

- A. When an 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 – 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 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 employees will be made on the basis of a "Rolling List".**
- C. Each 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 employee would receive actual cash payment(s); that being at the rate of time and one half of earned hours or portion(s) thereof. Employees may accumulate up to two hundred forty (240) hours of Comp Time. Comp Time may be sold back and/or carried over.**

**Any 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".**

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

## **ARTICLE 18 – 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 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 does not become a member of the P.B.A..

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.

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(s) during the year.

The BOROUGH agrees to deduct the representation fee in equal amounts from the 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 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.

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 20 – VACATION**

**Permanent employees shall be granted vacation Leave as follows:**

**After the initial month of employment and up to the end of the first calendar year, employees shall receive eight (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 (5) years of service; 13 Days (156 hours) of Vacation Leave.**

**After five (5) years of service and up to ten (10) years of service; 15 Days (180 hours) of Vacation Leave.**

**After ten (10) years of service and up to fifteen (15) years of service; 19 Days (228 hours) of Vacation Leave.**

**After fifteen (15) years of service and up to twenty (20) years of service; 20 Days (240 hours) of Vacation Leave.**

**After twenty (20) years of service or more, 22 Days (264 hours) of Vacation Leave.**

**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.**

**Vacation Leave pay will be computed based upon the annual salary of the employee.**

**Vacation Leave for all employees should be scheduled and taken within the calendar year in which it is earned; however, an employee may accumulate up to 84 hours (7 Days) of his Vacation Leave for one additional year, but no further.**

**In the event that an employee decides to forgo 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 employee by the first day of October in the year proceeding the Vacation. The purpose of said notification is to insure that appropriate budgetary commitments will be made by the BOROUGH, and this clause must be strictly enforced.

Prior continuous service in the Borough of Brooklawn will be computed in determining the years of service for computation of Vacation Leave.

All permanent employees shall receive sixty (60) hours of "kelley Time" (Compensatory Time) annually, effective January 1st. 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 departmental circumstances cause a member to be disapproved for the use of any earned or unused time).

#### **ARTICLE 21 – SICK LEAVE**

Sick Leave shall be granted to all employees as set forth by Department of Personnel (Civil Service) Laws and Regulations of the State of New Jersey; 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 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 or her unused Sick Leave 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 back.

#### **ARTICLE 22 – SHIFT DIFFERENTIAL**

Members covered by this AGREEMENT shall, when said employee is working between the hours of 6:00pm to 6:00am inclusive, receive ten (10) percent shift differential per hour on top of his or her base salary.

Shift differential shall be paid to the employee on a Quarterly basis.

All work schedules shall be set by the Chief of Police.

#### **ARTICLE 23 – SERVICE RECORD**

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

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

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.

#### **ARTICLE 24 – LOCAL REPRESENTATIVE AND MEMBERS**

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.

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 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, 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 an 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 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.

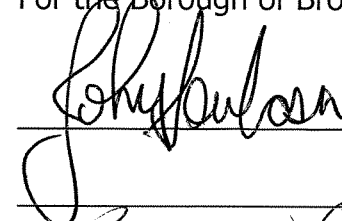
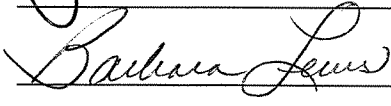
**ARTICLE 27 – MANNING CLAUSE**

It is acknowledged that the Chief of Police has sole and exclusive prerogative in the manning of shift 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, as a minimum, to work within the Borough of Brooklawn between the hours of 7:00pm and 3:00am, Tuesday through Saturday.

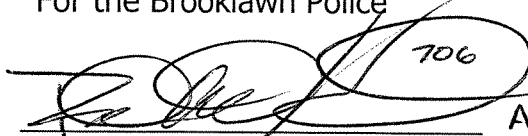




**ARTICLE 28 – TERMINATION OF AGREEMENT**

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 of this AGREEMENT is December 31, 2012.

For the Borough of Brooklawn

  
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For the Brooklawn Police

 706  
A. Hirst  
 710 James Mealey  
 713 Joseph Mason  
 757 Shamus Elliot  
 712 John Gundle