

Contract no. 1723

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**AGREEMENT BETWEEN
BOROUGH OF LAUREL SPRINGS,
CAMDEN COUNTY, NEW JERSEY
AND
LAUREL SPRINGS POLICE OFFICER'S ASSOCIATION**

January 1992

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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.

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 and sergeants, employed by the Borough of Laurel Springs.

B. Specifically excluded from the bargaining unit are Chief of Police, managerial executives, 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 of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To adopt rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Police Department.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any officer for good and just cause according to law and N.J.S.A. 40a:

6. To layoff employees in the event of lack of work or funds.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Borough.

B. Exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough's rights, responsibilities and authority under any national, State, county or local laws, or regulations.

D. It is recognized that the management of the Police Department, the control of its properties and

maintenance of order and efficiency, are solely the responsibilities of the Employer. Accordingly, the Employer, (Mayor and Borough Council and/or Chief of Police) except as otherwise provided in this agreement, have the exclusive right to assign, promote, demote, or transfer to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designation, engineering and the control of the equipment and materials; and to purchase services of others, by contract or otherwise.

ARTICLE III

MUTUAL COOPERATION PLEDGE

A. The Association hereby covenant 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, slow-down, walk-out 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 Six Thousand Dollars (\$6,000.00).

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.

C. Police Officers shall not be required to reimburse the Borough in the event the employee is terminated or separated from employment for the following reasons:

- (1) Resignation rather than termination for disciplinary reasons.
- (2) Involuntary separation for reasons other than misconduct.
- (3) Receipt of Orders to report for military training, other than training duty. Verification shall be submitted to the Borough.
- (4) Disability preventing full performance as a police officer. The employee must

submit to the Borough acceptable medical evidence verifying said disability. If the Boro, the employee shall be examined by an independent physician mutually acceptable to the Association and Borough. The decision of the Physician shall be final and binding. The cost of said physician shall be shared equally by the Association and Borough.

- (5) Any other reason is in the sole discretion of the Borough.

In the event an employee is terminated for misconduct, he shall be required to reimburse the Borough in accordance with the provisions of Section A & B above.

D. Employees terminating their employment with the Borough of Laurel Springs shall be entitled to payment for all of their days of unused sick leave for the calendar year, provided it is not within two (2) years of Police Academy Training. It is understood that the maximum number of days sick leave shall not exceed six (6) days.

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, 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 in any way unreasonably 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 the Agreement of their rights and benefits under N.J.S.A. (Revised) 34A, 40 and 40A. or any other National, State, County, or Local Laws or Ordinances.

ARTICLE VII

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of this employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Association Shop Steward shall institute action under the provisions hereof within ten (10) working days after the event giving rise that the grievance has occurred, and an earnest effort

shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally within ten (10) working days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within ten (10) working days thereafter to the Chief of Police. The Chief of Police shall answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Director of Public Safety ten (10) working days thereafter. The Director shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the response of the Director. The costs for the services of the arbitrator shall be borne equally by the Borough and Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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 here under, 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 shall be permitted to confer with employees and the Borough on specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

ARTICLES VIII

DUES DEDUCTION

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Borough during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorization cards signed by its members authorizing the increased deduction or official notification on the letterhead of the Association and signed by the President of the Association advising the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough.

D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in

accordance with N.J.S.A. 52:14-15.9e, as amended.

E. The Association shall indemnify defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such deduction.

F. The Association is required under this Agreement to represent all of the employees in the bargaining unit, not only members in the Association, and this Agreement has been executed by the Borough after it had satisfied itself that the Association is a proper majority representative.

ARTICLE IX

HOURS OF WORK

A. Except in any emergency, employees shall work a minimum of 2080 hours per year.

B. Regular officers shall work according to a basic schedule established by the Chief of Police. The schedule is to be posted on a monthly basis by the Chief of Police, at least two (2) weeks in advance.

C. 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 weekly work schedule.

ARTICLE X

OVERTIME

A. The Borough agrees that overtime pay 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 forty (40) hours per week.

B. All overtime must be approved by the Chief or his designated representative.

C. If an employee is recalled to duty, either before the beginning or after the completion of his normal shift, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall 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 report to Municipal or other Courts in the performance of his duties, other than a civil action while off-duty, shall be paid for a minimum of two (2) hours at his regular overtime rate for each required attendance at the Municipal Court, and at his regular overtime rate for each hour while attending other Courts, two hours minimum guaranteed.

D. All overtime that is scheduled shall be divided as equally as possible.

E. Officers will not receive compensation for attendance at normal Department communications meetings,

firing practice and qualifications, and special non-mandatory attendance instruction classes which the Department may conduct from time to time.

ARTICLE XI

HOLIDAYS

A. All full time employees shall receive the following holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Easter Sunday	Veterans' Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

B. When a full-time employee is required to work on any legal holiday or any date determined by the Borough to be observed as a holiday, he shall be compensated for working on said holiday by receiving straight time payment for the holiday in addition to his regular payment for working on said day.

C. In the event a legal or official holiday occurs while an employee is on sick leave, he shall not have such holiday charged against his sick leave.

D. In the event a legal or official holiday occurs during an employee's vacation leave, he shall not have such holiday counted as a day of his vacation, but he shall be entitled to a substitute day of vacation leave.

E. Person(s) not working said holiday will be compensated with a shift off by Chief at appropriate time.

ARTICLE XII
VACATIONS

A. Full-time employees shall be entitled to the following annual vacation with pay during each calendar year during which this Agreement is in effect. In the event this Agreement terminates before the end of any calendar year, vacations shall be on a pro-rated basis:

<u>Years of Service</u>	<u>No. of Working Days Vacation</u>
After First Year*	Five days
After Second Year	Ten days
After Eighth Year	Fifteen days
After Twelfth Year	Twenty days

*During first year, vacation to be earned at rate of 3.5 hours per month. Vacation time not to be used until after probation period is up.

B. The anniversary date of hire shall be the date from which vacation entitlements shall be calculated. An employee shall be entitled to His/Her accrued vacation during the calendar year following the year in which it was earned.

C. Vacation pay shall be at the current rate of pay in effect at the time of payment to the employee.

D. Vacation and/or holiday requests must be submitted to the Chief of Police or his designated representative by March 21st, of the calendar 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. It is agreed that Senior patrolmen will be given the opportunity to choose first should a scheduling conflict arise prior to March 21st, of the calendar year. After March 21st of the calendar year vacation request will be considered on a "first come-first served" basis without regard to officer's seniority status.

E. Any employee who terminates his employment with the Borough shall be entitled to vacation time and/or vacation pay on a pro-rated basis, except if employment is terminated within two (2) years of Police Academy Training.

1. An employee who is resigning from his position shall give two weeks notice.

2. Earned vacation shall be paid according to proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the employee.

F. If during any calendar year the vacation or any part thereof is not granted for reasons of Borough business only, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. Any vacation days carried over into the next succeeding calendar year shall be considered

the first vacation days used in that succeeding year.

G. Employee may carry over one week's vacation without penalty which must be used before employee's anniversary date.

ARTICLE XIII

PERSONAL DAYS

A. One (1) day per year of leave may be used for personal business, household or family matters described in this Section and shall be non-accumulative, for 1990.

A.2 For Year 1991 Employees will receive two (2) personal days.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except where circumstances prohibit the giving of such notice.

E. The personal day may be taken any time during the year.

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 six (6) working days sick leave annually after six (6) months of continuous service.

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 two (2) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

D. An employee who has been absent on sick leave for periods totalling more than fifteen (15) days in one (1) Calendar year consisting of periods of less than five (5) days shall have his/her sick leave record reviewed by the Borough and thereafter shall be required to submit acceptable medical evidence for any additional sick leave in that year. acceptable medical evidence whenever such requirement appears reasonable to the Borough.

F. An employee who plans to use a sick day for any of the reasons included in the definition of sick leave set forth above must notify the Department by telephone or personal messenger not later than one (1) hour prior to the beginning of the employee's shift.

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.

K. Any sick leave not used by end of current year, will be paid to employee.

L. All employees covered under this agreement will receive three additional sick days for 1992 and four sick days for 1993. These may be accumulated year to year, but may not be brought back or paid for by the borough. The purpose of these, sick days is to offer protection in case of serious illness or injury.

M. These three additional sick days can be used only after the regular six sick days are either used or been paid to employee in the calendar year.

N. The term (accumulative sick days) will be used for the three sick days in 1992 and four sick days in 1993.

O. Regular sick days mean the six sick days already in the contract.

ARTICLE XV

BEREAVEMENT LEAVE

A. Any funeral leave shall be granted at the discretion of the Chief of Police or in his absence, the Mayor or Director of Public Safety, without discrimination.

B. In the event of the death in the immediate family, an employee shall be entitled to a leave of absence with pay from the date of the death through the date of the burial (not to exceed four (4) days). Immediate family shall be defined as spouse, parents of employee or spouse, children, brothers, sisters or grandparents.

C. Reasonable verification of the event may be required by the Borough.

ARTICLE XVI
MILITARY LEAVE

A. Military leave shall be granted in accordance with New Jersey State Statutes.

ARTICLE XVII

LEAVES OF ABSENCE

A. An employee who is temporarily disabled and unable to perform his duties (due to either physical or mental reasons) or one who wishes to engage in an appropriate course of job-related study, or for any reason considered valid by the Borough, may be granted a special leave of absence without pay by the Borough for a period not to exceed six (6) months with the approval of the Borough. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, the request should be granted, along with the anticipated date of his return to duty.

B. In the event an employee is required to appear in court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence pursuant to this Article.

C. Employees returning from authorized leaves of absence as defined will be restored to their original classifications at the then applicable rate of pay with no loss of seniority or any other employee rights, privileges or benefits.

ARTICLE XX

INSURANCE

A. After two (2) months of continuous full-time service, an employee shall receive the borough's hospitalization plan provided through the New Jersey Health Benefits Plan. The Borough and the employee shall each be responsible for fifty (50) percent of the cost of the plan.

B. After six (6) months of continuous full-time service, the employee shall receive the Borough's hospitalization plan provided through the New Jersey State Health Benefits Plan at no cost to the employee.

C. 1. 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.

2. The Borough agrees to notify the Association of any proposed change at least two (2) weeks prior to said changes.

D. 1. The Borough shall provide disability insurance for all employees in the New Jersey Temporary Disability Insurance Plan.

ARTICLE XXI

PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such file 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 Police and the other by the Borough Clerk. The personnel files may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body only.

B. Upon advance notice and at reasonable times, any member of the Police Department, when off-duty, may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complaint shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

D. All personnel files will be carefully

maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file by any member of the Department shall subject that member to appropriate disciplinary action.

ARTICLE XXII

SUSPENSIONS

A. Any suspensions necessary will be carried out in conformance with the rules and regulations of N.J.S.A. 40A:14-147.

B. No regular officer shall be disciplined, reprimanded, reduced in rank, or denied any advantage without just cause.

C. Any action asserted by any superior and/or Association shall be subject to the grievance procedure herein unless an appeal procedure is provided by N.J.S.A. Title 40A:-147, in which event that appeal procedure shall be the sole and exclusive one to be utilized.

ARTICLE XXIII

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule "A", which is made a part hereof.

B. Each employee is employed on a twelve (12) month basis and shall be paid in twenty-six (26) bi-weekly installments.

C. First year Patrolman to pay fifty percent (50%) of health benefits for first year. After the first year, employee will be covered under Borough insurance plan at no cost to employee.

SCHEDULE A SALARY

	<u>1992</u>	<u>1993</u>
Patrolman		
Start of 1st Year	\$20,000.00	\$20,500.00
Start of 2nd Year	23,000.00	24,500.00
Start of 3rd Year	23,500.00	25,000.00
Start of 4th Year	24,000.00	25,500.00
*Start of 5th Year	24,500.00	26,000.00

*Sergeant

Corporal at appointment \$500.00 pay differential.

Sergeant at appointment \$1,000.00 pay differential.

After anniversary date of 6th year a \$500.00 increment is received.

SCHEDULE B SHIFT DIFFERENTIAL

Section 1: Any employee who starts his shift of duty at 12:30 A.M. or later shall receive two (2) percent of his base

pay as shift differential for all hours worked after 4:00 P.M.; provided, however, if the shift start time is between 7:00 A.M. and 12:30 P.M., no shift differential shall be paid.

Section 2: Payment for the above shall be made the first payday of April, July, October, and the last payday of December for the period preceding. (Quarterly)

ARTICLE XXIV

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 XXV

UNIFORMS

A. All personnel covered by this agreement shall be provided with \$650.00 for adequate replacement of clothing during the first year of this agreement and \$750.00 during the second year. This sum is to be paid in a separate check on the first regular pay day in June.

B. All new personnel covered by this agreement shall be issued the following articles of clothing: (This is a one time issue of clothing and applies to new employees only.)

- | | |
|---|-----------------------------|
| (1) Lightweight Jacket | (1) Magazine Pouch |
| (2) Pair Boots | (1) Pair Collar Brass |
| (2) Pair Shoes | (1) PR 24 and Holder |
| (1) Sam Brown Belt | (1) Weapon as Assigned |
| (2) Ties | (1) Holster |
| (1) Name Plate | (1) Pair Handcuffs and case |
| (2) Badges | |
| (1) Hat Badge | (4) Shirts, Winter |
| (4) Shirts, Summer | (4) Pants, All Weather |
| (1) Leather Jacket | (1) Rain Coat W/Hat Cover |
| (1) Bulletproof vest - Replaced when needed.
Average life span is 5 (five) years. Average age as of January 1992 is two years old. | |

C. Probationary employees shall receive a partial issue of clothing as deemed appropriate by the Chief of Police.

D. Inspections of clothing will be held quarterly by the Chief of Police with Mayor and Council in attendance if they so desire.

E. Upon inspection by the Chief of Police, if clothing is deemed inadequate, disciplinary action may result.

G. It is understood that all articles of clothing covered by this original issue are to be returned, in good condition, should the employee resign from the Borough Police Department.

H. In the event of a change in the department's uniform the employer shall provide an initial issue of the new uniform to each employee, at no cost to the employee, subject to Council approval.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVII
FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. 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 matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, 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, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though each subject or matter may not have 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 XXIX

PRESCRIPTION PLAN

If, in the course of 1992/1993, Borough employees are granted a Borough paid or funded prescription plan, the Police Department covered under this agreement will also be compensated.

ARTICLE XXIX

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1992 and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall not continue in full force and effect past the expiration date, and all terms and conditions under this Agreement shall expire upon the expiration date. 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 so notify the Borough of its intent to commence negotiations shall automatically cause this Agreement to terminate on the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Laurel Springs, Camden County, New Jersey, on this 3rd day of June, 1992.

LAUREL SPRINGS POLICE

BOROUGH OF LAUREL SPRINGS

OFFICER'S
ASSOCIATION

CAMDEN COUNTY, NEW JERSEY

BY:

Det. Michael Wolcott
Cpl. [Signature]
[Signature]

:

Francis W. Murphy
FRANCIS W. MURPHY, MAYOR

Pat. M. Hawk #30

ATTEST: Barbara M. Hawk
Barbara M. Hawk, Clerk

SEAL:

: