

**SUPERIOR OFFICERS  
AGREEMENT BETWEEN  
THE  
BOROUGH OF OAKLYN  
AND  
P.B.A. LOCAL #257**

## TABLE OF CONTENTS

|                                                 | PAGE |
|-------------------------------------------------|------|
| PREAMBLE                                        | 4    |
| WITNESSETH                                      | 4    |
| LEGAL REFERENCE                                 | 5    |
| RECOGNITION                                     | 5    |
| COVERED EMPLOYEE RIGHTS                         | 6    |
| MANAGEMENT RIGHTS                               | 7    |
| VACATION                                        | 9    |
| PERSONAL HOURS                                  | 10   |
| SICK LEAVE - WITH PAY                           | 10   |
| WORKERS COMPENSATION                            | 13   |
| BEREAVEMENT LEAVE                               | 13   |
| MILITARY LEAVE                                  | 14   |
| LEAVE OF ABSENCE - WITHOUT PAY                  | 14   |
| REIMBURSEMENT OF EXPENSES                       | 14   |
| INSURANCE                                       | 15   |
| HOURS OF WORK                                   | 19   |
| SHIFT DIFFERENTIAL                              | 19   |
| UNIFORM ALLOWANCE                               | 19   |
| LONGEVITY                                       | 20   |
| OVERTIME                                        | 21   |
| COURT TIME                                      | 21   |
| COVERED EMPLOYEES UNDER THIS AGREEMENT          | 22   |
| SCHOOLS                                         | 22   |
| GRIEVANCE PROCEDURE                             | 23   |
| COMPENSATION AND EXPENSES FOR IMPARTIAL HEARING | 24   |
| DEFINITIONS                                     | 25   |

|                                             |    |
|---------------------------------------------|----|
| RESIGNATION                                 | 25 |
| LAY OFF AND DISCHARGE                       | 25 |
| OTHER SEPARATION                            | 26 |
| COMPENSATION                                | 26 |
| AGENCY SHOP                                 | 27 |
| DUES CHECK OFF                              | 28 |
| COMPUTATION OF TIME, CHANGES AND CONDITIONS | 29 |
| FULLY BARGAINED AGREEMENT                   | 29 |
| DURATION                                    | 29 |
| SIGNATORY                                   | 30 |
| EXHIBIT "A"                                 | 31 |
| EXHIBIT "B"                                 | 33 |

## **PREAMBLE**

**THIS AGREEMENT** made and entered into in the Borough of Oaklyn, County of Camden, and State of New Jersey, this \_\_\_\_\_ day of July, 2020, between the Borough of Oaklyn, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the New Jersey Policemen's Benevolent Association, Local #257, hereinafter referred to as the "PBA", has as its purpose the promotion of harmonious relations between the Borough and the "Covered Employees", hereinafter defined, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the rules and regulations of the Borough of Oaklyn.

## **WITNESSETH:**

**WHEREAS**, the Borough and the PBA recognize and declare that providing quality police protection of the Borough is their mutual aim; and

**WHEREAS**, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of the Covered Employees hereinafter designated with the respect to the terms and conditions of employment; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement.

**IN CONSIDERATION** of the following mutual covenants, it is hereby agreed as follows:

## **LEGAL REFERENCE**

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinances, Resolutions or Administrative Code and Police Department Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Borough Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any Covered Employees such rights as he/she may have under any other applicable Laws and Regulations. The rights granted to Covered Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to any Covered Employee or group of Covered Employees is held contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract may modify existing Local Laws.

## **RECOGNITION**

The Borough hereby recognizes the PBA and Departmental Representative as the sole and exclusive representatives of the Covered Employees of the Police Department, for the purposes of collective negotiations with respect to terms and conditions of employment.

The Borough hereby recognizes that the Departmental Representative is to act as a liaison between the Covered Employees and the Borough in all matters pertaining to hours of work, wages, and working conditions.

The Borough agrees to provide facilities for Police Department meetings whenever such facilities are available and will further allow working personnel to attend such meetings so long as it does not jeopardize the functioning of the department.

The following officers of the P.B.A. Local shall be granted time off without loss of regular pay or compensatory time to attend the regularly scheduled P.B.A. Meetings when such meetings are conducted at a time when the Local P.B.A. Officers are regularly scheduled to work: President, Vice President, Recording Secretary, Financial Secretary, treasurer and State Delegate. The local P.B.A. President shall submit written notification to the Chief of Police no less than two (2) weeks prior to the meeting date. In no event shall the time excused be in excess of three (3) hours.

The State Delegate shall be granted time off without loss of regular pay or compensatory time to attend State or County P.B.A. Meetings when such meetings are conducted on a day when the State Delegate is scheduled to work. The State Delegate and the Local P.B.A. President shall submit written notification to the Chief of Police no Less than two (2) weeks prior to the scheduled meeting date.

### **COVERED EMPLOYEE RIGHTS**

The Borough and the P.B.A. hereby agree that Covered Employees shall have the right to freely organize, join, and support the P.B.A. and its affiliates for the purposes of engaging in collective bargaining negotiations and other concerted activities for mutual aid and protection as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly, nor indirectly, discourage, deprive, nor coerce Covered Employees in the enjoyment of any of the rights conferred by the United States and New Jersey Constitutions and other Federal and State Laws. The parties further agree that they shall not discriminate against Covered Employees with respect to his/her hours or work, wages, or any terms or conditions of employment participation or lack of participation in the P.B.A. collective negotiations, or his/her institution or lack of institution of any

grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

A Covered Employee shall have the right to inspect his/her personnel file at reasonable times, provided a designated Superior Officer is present at the time of the inspection. The Chief of Police agrees to notify the Representative and the individual Covered Employee if any material derogatory to the Covered Employee is placed in his/her personnel file within five (5) days of such placement.

A Representative shall be appointed by the P.B.A. President each year to represent the P.B.A. in grievances with the Employer. The P.B.A. shall serve written notice as to the identity of this elected/appointed representative before he/she is actually assigned by the P.B.A. President to initiate an investigation into any particular matter. This Representative shall suffer no loss of regular pay or compensatory time when processing grievances.

### **MANAGEMENT RIGHTS**

The Officials of the Borough of Oaklyn hereby retain and reserve 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 New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The Executive Management Administrative Control of the Borough of Government and its properties and facilities and activities of its Covered 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 make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Covered Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the Covered Employees, to require compliance by the Covered Employees, is recognized.

4. To hire all Covered Employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer Covered Employees.

5. To suspend, demote, discharge, or to take any other appropriate disciplinary action against any Covered Employee for good and just cause, according to law.

6. To lay-off Covered Employees in the event of lack of work or funds or under conditions where continuation of such work would be ineffective and non-productive.

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 efficient and effective operation of the Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only to 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.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under Titles 40 and 40A or any other National, State, County, or Local Laws or regulations.

## VACATION

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

|                                                                                           |           |
|-------------------------------------------------------------------------------------------|-----------|
| Commencing with the 6th month through the first year:                                     | 40 hours  |
| Commencing with the start of the 2 <sup>nd</sup> year through the 4 <sup>th</sup> year:   | 80 hours  |
| Commencing with the start of the 5 <sup>th</sup> year through the 9 <sup>th</sup> year:   | 120 hours |
| Commencing with the start of the 10 <sup>th</sup> year through the 20 <sup>th</sup> year: | 160 hours |
| Commencing with the start of the 21 <sup>st</sup> year through the 25 <sup>th</sup> year: | 200 hours |
| Commencing with the start of the 26 <sup>th</sup> year, and every year thereafter:        | 240 hours |

A. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the Chief of Police may be carried forward into the next succeeding year only and will be rescheduled to be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the Chief of Police, the employee still has accumulated vacation time that will be lost, the employee has the right to sell back that time only, at the rate earned.

B. Vacation time cannot be used for sick time without the express written consent of the employee.

C. Vacation scheduling will be the responsibility of the Chief of Police and will be granted as requested, according to seniority, and giving full consideration as to the best interest of the Borough.

D. It shall be understood that vacation time may be taken on a singular basis or collectively, as requested.

E. It is understood that each employee shall have fully earned his/her vacation days as of the first of the year, however, if the employee leaves the service of the Borough, his/her earned vacation time unused will be pro-rated for the time he/she was employed, if he/she meets the requirements for pay of same, as defined in the sections on Resignation and Lay-off and Discharge.

## **PERSONAL HOURS**

Each Covered Employee covered herein shall be entitled to one hundred, thirty-six (136) hours paid personal time each year.

A. New Covered Employees shall be entitled to ten (10) personal hours for each month of service until they reach their first full year of service.

B. Personal hours may be used in conjunction with Vacation time with the approval of the Chief of Police, provided they do not create a hardship on the work schedule.

C. Personal hours may be used in lieu of sick hours when the sick hours have been exhausted, with the approval of the Chief of Police and the Borough Official.

D. Personal hours are not to be used in conjunction with sick hours, unless approved by the Chief of Police.

E. Unused personal hours, not to exceed forty (40) hours, may be paid for in the current year at the pro-rated rate of pay.

F. Any unused personal hours, subject to the provisions of Section E, above, may be carried into the next calendar year but must be used prior to April 1 of that calendar year.

G. Any Covered Employee leaving the Borough's employment during the course of the year shall only be entitled to be paid for personal hours earned at the rate of ten (10) hours per month of service in that year, if he/she meets the requirements for payment of same as defined in the sections on Resignation and Lay-off and Discharge.

## **SICK LEAVE - WITH PAY**

A. Sick leave is hereby defined to mean the absence of any Covered Employee from duty because of personal illness which prevents his/her doing the usual duties of his/her position or exposure to contagious disease.

B. Any Covered Employee who is absent for reasons that entitle him to sick leave shall notify the station promptly, but not later than one and one-half (1½) hours before the Covered Employee's usual starting time, except in cases of extreme emergency where the Covered Employee is unable to do so.

C. Sick leave shall accrue for regular full time Covered Employees at the rate of eight (8) hours per month during the first six (6) months of employment and ten (10) hours per month thereafter and shall accumulate from year to year.

D. In no event shall any Covered Employee be permitted any additional sick leave hours in any calendar year.

E. If any Covered Employee is absent for three (3) consecutive work days, the Chief of Police may require acceptable evidence on the form prescribed. The nature of the illness and length of time the Covered Employee was absent shall be stated on a Doctor's Certificate.

F. At the discretion of the Chief of Police, the Covered Employee seeking sick leave may be required to provide evidence to substantiate his/her request. Failure to provide adequate evidence may result in the denial of sick leave benefits and the Covered Employee will suffer a loss of pay for any unauthorized time period. In the event sick leave is not approved or the Covered Employee has exhausted his/her accumulated sick leave, the absence may be charged to the Covered Employee's vacation, if any, provided the Covered Employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Strikes and Lock Outs.

G. Abuse of sick leave will be cause for disciplinary action.

H. Sick leave claimed by reason of quarantine exposure to contagious disease may be approved upon certification of the County Public Health Department.

I. All permanent full time Covered Employees shall be entitled to a maximum of five hundred (500) hours unused sick hours pay, at the rate earned, as severance pay upon retirement or if they become disabled and must terminate their employment, or death, with written proof from a physician. The maximum payout amount of unused sick time is Seventeen Thousand five hundred (\$17,500.00) dollars.

J. It is understood that each Covered Employee shall have fully earned his/her sick hours as of the first of the year, however, if an Covered Employee leaves the service of the Borough during the course of the year, his/her earned sick time will be pro-rated for the time he/she was employed, if he/she meets the requirements for payment of same as defined in the sections on Resignation and Lay-off and Discharge. When applicable, the payment for unused accrued sick time shall be calculated at the salary in which they were earned by each Covered Employee. If an

Covered Employee uses more than the allotted amount of sick time in a given year and reduces the amount of banked sick time from the maximum five hundred (500) sick hours, the newly accrued hours will be calculated at the salary of the Covered Employee during the replacement period of up to but not exceeding the maximum allowable five hundred (500) sick hours. When this occurs, the new replacement hours at the Covered Employee's current salary rate must be documented in Covered Employee's personnel file and signed and dated by both the Borough Clerk and the current Director of Public Safety. It is up to the Covered Employee to keep this total current in their respective personnel file.

K. The Borough shall purchase, on December 1 of the calendar year, any unused sick hours for that calendar year from the Covered Employees who have attained the maximum five hundred (500) accrued sick hours. Any sick hours used by the Covered Employee between December 1 and December 31 of that calendar year shall be deducted from the stated accrued hours.

L. The Borough, in its sole discretion, shall be permitted to purchase from any Covered Employee under this Agreement any unused sick hours of pay in excess of the allowable amount under Paragraph K. of this Section accrued prior to December 31, 1999. In the event the Borough chooses to exercise this option, it shall notify the Employee, in writing, of its intention to purchase a specified amount of unused sick hours pay. The calculation of the rate of which these unused sick hours were earned begins from the date the Covered Employee was hired. Payment shall thereafter be made to the Employee on December 1 of that calendar year. Any Employee who has accumulated in excess of five hundred (500) sick hours shall retain said hours until the Borough, in its sole discretion, chooses to exercise its option to purchase said sick hours or any portion thereof under this Section.

M. Within thirty (30) days of the ratification of this Agreement, all Covered Employees under this Agreement shall submit a statement to the Borough Clerk to be kept in each employee's personnel file, indicating: (1) the number of sick hours currently banked by the Covered Employee up to December 31, 2015; (2) By January 2 of each new year, the amount of sick time that was used the previous year.

N. All permanent full time Covered Employees shall be entitled to sell back unused sick hours, to be paid for in the current year at the pro-rated rate of pay, for a maximum amount of one hundred, twenty (120) hours per year.

## **WORKERS' COMPENSATION**

A. When an employee is injured on duty he/she is to receive Workers Compensation due him, plus the difference between the amount received as compensation and his/her salary during the period of temporary disability, to a maximum of seven hundred, twenty (720) hours. Thereafter, in the event of continued temporary disability beyond the seven hundred, twenty (720) hour period, the employee is to receive Workers Compensation due him plus the difference between the amount received and his/her salary, however, the difference will be charged against his/her sick leave and further provided that the employee signs a form authorizing the Employer to charge the time lost to sick leave.

B. Any employee who is injured in the line of duty who is unable to return to work for a period of less than the current requirements of Workers Compensation Laws, shall not be charged with any sick leave, personal hours or vacation benefits because of said injury. Under these situations, a Doctor's Certificate will be deemed necessary.

## **BEREAVEMENT LEAVE**

In the event of a death in the Covered Employee's immediate family, the Covered Employee shall be granted forty (40) hours off without loss of pay.

A. "Immediate Family" is hereby defined to include Father, Mother, Spouse, Children or Foster Children of the Covered Employee, Sister, Brother, Father-in-Law, Mother-in-Law, and any relative of the Covered Employee living in his/her household. The Covered Employees shall furnish proof of same, satisfactory to the Chief of Police.

B. Ten (10) hours off with pay shall be granted in the event of the death of the Covered Employee's Grandmother, Grandfather, Son-in-Law and Daughter-in-Law. The Covered Employee shall furnish proof of same, satisfactory to the Chief of Police.

C. If extenuating circumstances arise where more time off is required, then the Covered Employee may request additional time off from the Chief of Police and Borough Officials.

D. When any such death leave is requested by a Covered Employee, it will be the responsibility of the Chief of Police to determine the validity of such request. The Chief of Police

retains the right to require a copy of the death certificate of the deceased for proof of death.

### **MILITARY LEAVE**

A Covered Employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in the Reserves or National Guard duty, will be granted a leave of absence in accordance with the Law.

### **LEAVE OF ABSENCE - WITHOUT PAY**

A permanent Covered Employee holding a position in the classified service who is temporarily incapacitated to perform his/her duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months, with the approval of the Borough.

Any permanent Covered Employee desiring such special leave of absence without pay, shall submit his/her request, in writing, stating the reasons why, in his/her opinion, the request should be granted along with the anticipated date of his/her return to duty.

### **REIMBURSEMENT OF EXPENSES**

A. Meals shall be paid for by the Borough at the rate of eight dollars (\$8.00) per breakfast, ten dollars (\$10.00) per lunch, and fifteen dollars (\$15.00) per dinner, when approved by the Chief of Police in connection with an assignment, or attending schools or seminars.

B. Meal expense will be paid to an off-duty Covered Employee while attending Court out of the Borough in connection with a matter arising out of his/her Borough employment or while on any official assignment for the Department, when it is not practical for the Covered Employee to eat at home.

C. Covered Employees using their own private vehicles on police related assignments shall be reimbursed at the prevailing per mile traveled allowable rate as determined by the Internal

Revenue Service for the preceding calendar year. The Chief of Police will make the determination if such transportation is necessary when no Borough vehicle is available. Mileage will be computed from the Borough Police Headquarters and returning to same.

D. All receipts must be submitted within forty-five (45) days of when the purchase was made or the service occurred to be eligible for reimbursement. Receipts received after the date of incurrence will be the responsibility of the Covered Employee, and not be reimbursed.

## **INSURANCE**

### **A. Health Insurance:**

1. For all covered employees hired prior to the effective date of June 28, 2011, health benefit contributions by the covered employee shall be per the appropriate tables below consistent with the type of coverage selected. The effective date of covered employee contributions shall begin on January 1, 2012. All new employees hired on or after the effective date of Chapter 78, P.L. 2011 shall contribute at the highest level (year 4) of the Health Benefits Contribution Tables. The minimum contribution shall not be less than 1.5% of the Covered Employee's Salary:

### **HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE**

| <b>Salary Range</b> | <b>Percentage of Premium</b> |
|---------------------|------------------------------|
| less than 20,000    | 4.50%                        |
| 20,000-24,999.99    | 5.50%                        |
| 25,000-29,999.99    | 7.50%                        |
| 30,000-34,999.99    | 10.00%                       |
| 35,000-39,999.99    | 11.00%                       |
| 40,000-44,999.99    | 12.00%                       |
| 45,000-49,999.99    | 14.00%                       |
| 50,000-54,999.99    | 20.00%                       |
| 55,000-59,999.99    | 23.00%                       |
| 60,000-64,999.99    | 27.00%                       |
| 65,000-69,999.99    | 29.00%                       |
| 70,000-74,999.99    | 32.00%                       |

|                  |        |
|------------------|--------|
| 75,000-79,999.99 | 33.00% |
| 80,000-94,999.99 | 34.00% |
| 95,000 and over  | 35.00% |

#### HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

| Salary Range       | Percentage of Premium |
|--------------------|-----------------------|
| less than 25,000   | 3.00%                 |
| 25,000-29,999.99   | 4.00%                 |
| 30,000-34,999.99   | 5.00%                 |
| 35,000-39,999.99   | 6.00%                 |
| 40,000-44,999.99   | 7.00%                 |
| 45,000-49,999.99   | 9.00%                 |
| 50,000-54,999.99   | 12.00%                |
| 55,000-59,999.99   | 14.00%                |
| 60,000-64,999.99   | 17.00%                |
| 65,000-69,999.99   | 19.00%                |
| 70,000-74,999.99   | 22.00%                |
| 75,000-79,999.99   | 23.00%                |
| 80,000-84,999.99   | 24.00%                |
| 85,000-89,999.99   | 26.00%                |
| 90,000-94,999.99   | 28.00%                |
| 95,000-99,999.99   | 29.00%                |
| 100,000-109,999.99 | 32.00%                |
| 110,000 and over   | 35.00%                |

#### HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE

| Salary Range     | Percentage of Premium |
|------------------|-----------------------|
| less than 25,000 | 3.50%                 |
| 25,000-29,999.99 | 4.50%                 |
| 30,000-34,999.99 | 6.00%                 |
| 35,000-39,999.99 | 7.00%                 |
| 40,000-44,999.99 | 8.00%                 |

|                  |        |
|------------------|--------|
| 45,000-49,999.99 | 10.00% |
| 50,000-54,999.99 | 15.00% |
| 55,000-59,999.99 | 17.00% |
| 60,000-64,999.99 | 21.00% |
| 65,000-69,999.99 | 23.00% |
| 70,000-74,999.99 | 26.00% |
| 75,000-79,999.99 | 27.00% |
| 80,000-84,999.99 | 28.00% |
| 85,000-99,999.99 | 30.00% |
| 100,000 and over | 35.00% |

As of the execution of this Agreement, this coverage is as specified in the State Health Benefits Program (SHBP), whose plan summary is attached hereto as Exhibit B, paid for by the Borough consistent with the terms and conditions of Covered Employees as set forth in this Agreement. Should the Borough decide to change this coverage, the subsequent coverage will be substantially similar to the coverage in effect at the time of the execution of this Agreement. Covered employees will be notified of any change(s) to plan no less than 60 days prior to the change or renewal. This coverage will remain in full force and effect for the spouse, if any, of any Covered Employee killed or injured in the line of duty until remarriage or cohabitation, subject to the terms and conditions of the existing health insurance policy. This coverage will remain in full force and effect for the children, if any, of any Covered Employee killed or injured in the line of duty, subject to the terms and conditions of the existing health insurance policy relative to eligibility for coverage of a child of a Covered Employee.

B. **Retirement Benefits** - Upon retirement with twenty-five (25) or more years of full time service with the Borough, or upon the determination that the Covered Employee is disabled and unable to perform any occupation, Covered Employees will continue to receive the Health Insurance benefits, paid for by the Borough with contributions paid for by the Covered Employee equal to those by the Covered Employee at the date of retirement subject to the terms and conditions of Covered Employees as set forth in this Agreement.

1. All Covered Employees hired before December 31, 2000 shall contribute five (5%) of their total yearly pension payment towards the costs of their Health Insurance Benefits upon retirement. All Covered Employees hired between January 1, 2001 and December 31, 2004 shall

contribute twelve (12%) of their total yearly pension payment towards the costs of their Health Insurance Benefits upon retirement. All Covered Employees hired on or after January 1, 2005 shall contribute the percentage of their insurance premium towards the costs of their Health Insurance Benefits upon retirement as specified by the formulas contained in Paragraph A(1) of this **INSURANCE** section, as appropriate. For purposes of this contribution, the Covered Employee's yearly pension payment shall be considered as the Covered Employee's "salary."

2. Said benefit shall continue uninterrupted until the Covered Employee becomes an eligible participant and begins receiving coverage under the Medicare and Medicaid programs sponsored by the United States of America, and shall thereafter become secondary to these coverages.

3. The Borough's obligation to provide such insurance to those Covered Employees hired after December 31, 2011 shall be limited to fifteen (15) years of coverage after retirement or until the Covered Employee reaches age 65, whichever occurs first, and the maximum premium to be paid by the Borough for such coverage shall not exceed the amount of the total premium cost for active officers.

C. **Life Insurance** - The Borough shall provide a fully paid life insurance policy for each Covered Employee covered herein, said life insurance paying a minimum death benefit of Ten Thousand Dollars (\$10,000.00).

D. **False Arrest** - The Borough shall provide for all personnel covered herein insurance against false arrest.

E. **Disability Insurance** - All Covered Employees shall be provided disability insurance under the State Disability Plan. The Covered Employee will pay one-half of one percent (0.5%) for this coverage up to a maximum of \$22,100.00 of salary, with the Borough providing for any additional costs.

F. **Eye Care** - The Borough agrees to purchase a vision plan on behalf of the Covered Employees, for the optical needs for of Covered Employees.

I. **Health Care Election** - Pursuant to and governed by the Personnel Manual adopted by the Borough, the Covered Employee may elect to decline his/her or her health insurance benefit, whereupon the Borough will pay the Covered Employee Five Thousand Dollars (\$5,000.00), that the Borough would have paid to provide health benefits to the Covered

Employee in that calendar year, or appropriate part thereof. The Borough will make the appropriate payment to the Covered Employee declining his/her or her health insurance benefit in December of and for the calendar year of the election. A Covered Employee making such an election who desires to return to the Borough's health insurance must give the Borough Clerk sixty (60) days notice of his/her intention to return to the Borough's health insurance, and may only return effective the first calendar day of the month of return.

### **HOURS OF WORK**

The Covered Employees shall work in accordance with the schedules prepared by the Chief of Police or his/her designee, on a two (2) month basis, when at full budgetary strength.

A. No Covered Employee shall be required to report for a tour of duty with less than fourteen (14) consecutive hours off between such tour of duty unless an emergency is declared and in such case, no less than six (6) hours off between tours of duty.

### **SHIFT DIFFERENTIAL**

Shift Differential has been removed from this Agreement.

### **UNIFORM ALLOWANCE**

The Borough shall provide each Covered Employee with an annual clothing and equipment allowance.

A. New Covered Employees shall receive a full compliment of uniforms and equipment and shall not be entitled to any Uniform Allowance during their first year of employment. Covered Employees in their first year shall be reimbursed, upon presentation of valid receipts, for cleaning of uniforms. If, for any reason, employment is terminated during the first year, all costs incurred by the Borough in providing said full compliment of uniforms and equipment will be reimbursed to the Borough by a reduction in the severance paid to the Covered Employee upon cessation of employment.

B. The uniform allowance for the years covered in this Agreement shall be one thousand dollars (\$1,000.00). This allowance shall be distributed to each officer by voucher(s) upon presentation of qualifying receipt(s) within forty-five (45) days of service. Vouchers turned in after forty-five (45) of the purchase or service rendered, shall be denied and be the responsibility of the Covered Employee.

C. Covered Employees shall be responsible for purchasing their uniforms and equipment and maintaining same.

D. Covered Employees shall be subject to inspection by the Chief of Police or his/her designee, during their shift of duty and failure to comply with the uniform standards established, in writing, by the Chief of Police, could result in disciplinary action.

E. The Borough shall be responsible for providing handguns and ammunition for each Covered Employee.

F. In the event that the uniform is damaged or destroyed while a Covered Employee is acting within the scope of his/her employment, upon certification by the Chief of Police, as to the condition of the uniform prior to and after such incident, the Borough agrees to repair or replace that portion of the uniform which has been damaged or destroyed, without cost to the Covered Employee or any reduction of said Covered Employee's clothing allowance.

G. The Borough shall supply ammunition sufficient for range qualification. Additional ammunition shall be the responsibility of each Covered Employee. The cost of ammunition used in the range qualification of an off-duty weapon shall not to exceed twenty-five (\$25.00) dollars.

H. The Borough shall purchase and maintain, at no cost to the Covered Employee, a bullet proof vest. In the event that a new vest is required, the Borough shall purchase it with a voucher.

### **LONGEVITY**

Longevity has been removed from this Agreement.

## **OVERTIME**

Any Covered Employee who is required to work more than the Covered Employee's required regular scheduled hours of work is entitled to overtime pay. Any Covered Employee who is required to work during the fourteen (14) hour period between assigned shifts is entitled to overtime pay for the hours worked in said period.

A. Overtime pay shall be calculated at one and one-half ( $\frac{1}{2}$ ) times the Covered Employee's hourly rate of pay.

B. Any Covered Employee who is called into work on his/her scheduled day off, for any reason, excluding court appearances, shall be entitled to overtime pay for the hours worked, a minimum of which being two (2) hours.

C. Any Covered Employee who is called into work on his/her scheduled day off for the purpose of controlling traffic pursuant to the request of a public or private contractor shall be entitled to overtime pay for the hours worked, a minimum of which being three (3) hours. The Covered Employee shall be entitled to a minimum of three (3) hours of overtime pay should the contractor cancel the project within one (1) hour of the time in which the Covered Employee is to report for work.

D. Seniority shall determine overtime by allowing the more senior, qualified officer the first opportunity to work overtime. The Chief or his/her designee shall maintain a "rolling" list for overtime, whereupon overtime shall be distributed on a both seniority and equitable based system.

## **COURT TIME**

A. Any Covered Employee who is required to report to Municipal Court, the Superior Court or the Federal District Court, in the performance of his/her duties, during off-duty time, shall receive One Hundred (\$100.00) Dollars for his/her appearance at a court session.

B. It is agreed that the Chief of Police shall designate one police officer to be on duty in the Municipal Court until the session is finished.

## **COVERED EMPLOYEES UNDER THIS AGREEMENT**

It is understood that this Agreement will include the ranks of Sergeants and Lieutenant, under all issues agreed to and all rights enjoyed.

### **SCHOOLS**

A. Any Covered Employee attending the Police Academy or any required training course recognized by the New Jersey Police Training Commission, or other job related course authorized by the Chief of Police and approved by the Director of Public Safety, shall be compensated at straight time pay while completing the course.

B. A Covered Employee shall be paid for transportation and meals, if not provided, while attending the Police Academy, or any other Police Training Academy, or any other school or institution that he/she is ordered or authorized to attend, at the basic rate.

C. One dollar per credit hour per month will be paid to a Covered Employee for each college course, related to Law Enforcement, successfully completed. Such credit hours shall not accumulate from semester to semester.

D. The Borough will make a one time payment of Five Hundred (\$500.00) Dollars to a Covered Employee upon his/her receipt of a Bachelor's Degree (B.A. or B.S.) from an accredited college or university in the field of Criminal Justice or a field, in the opinion of the Director of Public Safety, is directly related to police work. The Borough will make a one time payment of One Thousand (\$1,000.00) Dollars to a Covered Employee upon his/her receipt of a Master's Degree (M.A. or M.S.) from an accredited college or university in the field of Criminal Justice or a field, in the opinion of the Director of Public Safety, is directly related to police work. This benefit shall be effective for such degrees received after January 1, 2004.

E. School is defined as any institution under the control and supervision of or approved and licensed by the New Jersey Department of Higher Education or the New Jersey Department of Education.

## **GRIEVANCE PROCEDURE**

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

A. Definition: The term "Grievance" as used herein means any dispute or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement and may be raised by the P.B.A. on behalf of an individual or group of Covered Employees or the Employer.

B. Steps in the Grievance Procedure: 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 P.B.A. on behalf of the aggrieved Covered Employee or Covered Employees, or the Borough, shall institute action under the provisions herein within thirty (30) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the P.B.A. and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

The Chief of Police shall render a written decision within fifteen (15) working days after receipt of the grievance.

### Step Two:

A. In the event the grievance has not been resolved in or at Step One, the P.B.A. shall, in writing and signed, file the grievance with the Borough Officials within ten (10) calendar days following the determination of Step One.

B. The Borough Officials shall render a written decision within thirty (30) calendar days from receipt of the grievance.

Step Three:

A. In the event the grievance has not been resolved in or at Step Two, the matter may be referred to arbitration process as hereinafter provided.

B. In the event that the Employer or the P.B.A. desires to submit a grievance to the arbitration process, this procedure shall be followed:

1. The party demanding mediation or arbitration shall serve written notice of its intention to go to mediation or arbitration on the other party within ten (10) calendar days following receipt of the Borough Official's determination.

2. The party demanding mediation or arbitration shall request the New Jersey Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey Public Covered Employees Relations Commission.

3. The cost of the services of the arbitrator shall be borne equally by the Employer and the P.B.A. Any other cost shall be the sole responsibility of the party that incurred it.

4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5. The decision of the arbitrator shall be final and binding upon the Employer and the P.B.A.

C. A failure to respond at any step in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievance may proceed to the next step.

**COMPENSATION & EXPENSES FOR IMPARTIAL HEARING**

A. The reasonable and compensation and expenses, if any, of a referee shall be borne equally by the Borough and the P.B.A. and the compensation and expenses of each designee of a party shall be borne by the designating party.

B. In the event the P.B.A. requires the attendance of a witness or witnesses at said hearing, the Borough agrees to release the witnesses as requested without penalty to such witness if he/she is an employee of the Borough.

## **DEFINITIONS**

### **A. COVERED EMPLOYEES:**

"Covered Employees" are all regular full time Sergeants and Lieutenants employed by the Borough in the Police Department who shall be subject to twenty four (24) hour duty per day, which includes Sundays and Personal Days.

### **B. APPROPRIATE UNIT:**

The appropriate unit is defined only as full time Covered Employees of the Oaklyn Police Department.

## **RESIGNATION**

If a Covered Employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation hours, pro-rated for the current year and any accrued personal hours, pro-rated for the current year. If he/she does not give the proper two (2) weeks notice, the Borough Officials shall decide whether or not he/she is to be paid same.

## **LAY OFF AND DISCHARGE**

A. If a Covered Employee is laid-off, he/she is to be paid for any earned accumulated vacation and sick leave hours.

B. If a Covered Employee is discharged for cause, the Director of Public Safety, in his/her sole discretion, shall determine whether or not he/she is to be paid for any earned, accumulated benefits, depending upon the circumstances of his/her dismissal.

C. In any case of separation, a Covered Employee who has vacation time accumulated from a previous year shall be paid for same.

## **OTHER SEPARATION**

A. Should the Borough of Oaklyn decide to exercise its managerial prerogative in such fashion that the Borough of Oaklyn Police Department should be abolished, merged, absorbed within another agency, or ceases to operate as a separate entity unto itself during the contract term, the following will apply:

Each employee covered under terms of this agreement shall be entitled to one (1) month's severance pay for each twelve (12) months of service. Employees shall be allowed a maximum of twenty (20) months severance pay. This benefit shall be paid, prorate over the severance period from the date of the employee's last day of service. The Borough of Oaklyn agrees to maintain all employee and immediate family's medical benefits for a period of one (1) year from the employee's date of separation.

## **COMPENSATION**

The Borough of Oaklyn shall pay to each Covered Employee a compensation check at the end of each bi-weekly period representing one twenty-sixth (1/26th) of the Covered Employee's established annual salary as listed in the Schedule attached as "Exhibit A." The annual salary is based on the anniversary date of hire. Payment for vacation periods shall be made on the established payday of the week prior to the officer's beginning week of his/her vacation.

For a Covered Employee who is promoted from Patrolman position to the rank of Sergeant, the salary will increase to the amount shown in "Exhibit A" for that specified year. For a Covered Employee who is promoted from the rank of Sergeant to the rank of Lieutenant, the salary being received by the Covered Employee will continue the amount shown in "Exhibit A" for that specified year for a Sergeant, plus a yearly increase for the balance of this Agreement in the amount of Five Thousand (\$5,000.00) Dollars. If any promotions should occur on a date other than January 1 of the calendar year, the appropriate salary pro-ration will be made by the Borough.

## AGENCY SHOP

A. Commencing January 1, 1991, The Borough agrees to deduct the fair share fee from the earnings of those Covered Employees who elect not to become members of the P.B.A. and transmit the fee to the majority representative.

B. The deduction shall commence for each Covered Employee who elects not to become a member of the P.B.A. during the month following written notice from the P.B.A. of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee services rendered by the P.B.A. shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the P.B.A. less the cost of benefits financed through the dues and available only to members of the P.B.A. but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the P.B.A. to engage in lobbying activity designated to foster its policy goals in collective negotiations and contract administration, and to secure for the Covered Employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

E. Prior to January 1st, and July 1st of each year, the P.B.A. shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough, and to all Covered Employees within the unit the information necessary to compute the fair share fee for services as stated above.

F. The P.B.A. shall establish and maintain a procedure whereby any Covered Employee can challenge the assessment as computed by the P.B.A. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The P.B.A. 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 actions taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the P.B.A. to the Borough, or upon the official notification

on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.

### **DUES CHECK OFF**

A. Effective January 1, 1994, the Borough agrees to deduct from the salaries of its Covered Employees, subject to this agreement, dues for the P.B.A. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

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

C. The aggregate deductions from all the Covered Employees shall be remitted to the Treasurer of the P.B.A. together with a list of names of all Covered Employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If, during the life of this Agreement, there shall be a change in the rate of membership dues, the P.B.A. 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 authorizations from its members showing the authorized deduction for each Covered Employee or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative, advising of such change or deduction.

E. The P.B.A. will provide the necessary "check-off authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

F. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e.

G. The P.B.A. 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 or in reliance upon information furnished by the P.B.A. or official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or Local Representative.

## **COMPUTATION OF TIME, CHANGES AND CONDITIONS**

A. Whenever any act is required under this article to be done or performed within a specific period of time, Saturdays, Sundays and Holidays shall be excluded in the computation of such period.

B. Nothing in the procedures set forth in this article shall be deemed to abrogate, modify or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.

C. The provisions of this agreement requiring payment of any sum of money are subject to the approval by the Municipal Council by Ordinance. This Agreement is also subject to the provisions of any State Law and Regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

## **FULLY BARGAINED AGREEMENT**

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 subject to negotiations.

B. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

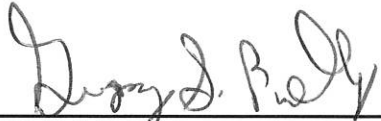
## **DURATION**

This Agreement shall be in full force and effect as of **January 1, 2020, AND SHALL REMAIN IN EFFECT UP TO AND INCLUDING December 31, 2024**, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until one

party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Oaklyn, New Jersey on the 14<sup>th</sup> day of July, 2020.

**THE BOROUGH OF OAKLYN**

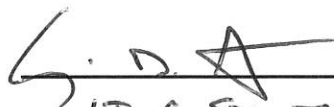
  
\_\_\_\_\_  
**GREGORY S. BRANDLEY**  
Mayor, Borough of Oaklyn

  
\_\_\_\_\_  
**CHRISTOPHER J. WALTERS**  
Director of Public Safety  
Councilman, Borough of Oaklyn

**ATTEST:**

  
\_\_\_\_\_  
**BONNIE L. TAFT**  
Municipal Clerk, Borough of Oaklyn

**P.B.A. LOCAL #257**

  
\_\_\_\_\_  
LT. C. STAUTE #2608

  
\_\_\_\_\_  
Sgt. C. Antone

  
\_\_\_\_\_  
Sgt. JAYNE JONES #2610

# EXHIBIT "A"

|            | Salaries: January 1, 2020 through December 31, 2024 |              |              |              |              |
|------------|-----------------------------------------------------|--------------|--------------|--------------|--------------|
|            | 2020                                                | 2021         | 2022         | 2023         | 2024         |
|            | Percentage Increase Per 2016-2019 Contract          |              |              |              |              |
|            | 2.25%                                               | 2.5%         | 2.5%         | 2%           | 2%           |
| Sergeant   | \$96,169.11                                         | \$98,573.39  | \$101,037.67 | \$103,058.42 | \$105,119.59 |
| Lieutenant | \$103,169.11                                        | \$105,573.39 | \$108,037.67 | \$110,058.42 | \$112,119.59 |

EXHIBIT "B"

Please refer to attached outlining SHBP.