

RESOLUTION R-123-2004

**BOROUGH OF ALLENTOWN
COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

**RESOLUTION TO AUTHORIZE MAYOR AND CLERK TO SIGN CONTRACT
WITH FOP FOR THE PERIOD COMMENCING 1-1-2004 to 12-31-2006**

WHEREAS, the Allentown Police Department has an Arbitration Bargaining Agreement with the Fraternal Order of Police #114, and

WHEREAS, the Police Committee has come to agreement with that Bargaining Agreement for the period of 1-1-2004 to 12-31-2006 and,

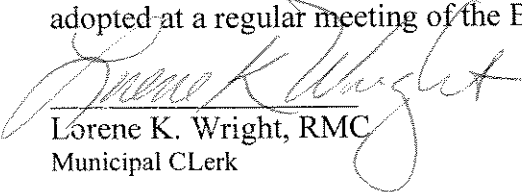
WHEREAS, the agreement that has been prepared states that all matters discussed and agreed upon are included in said agreement, and

WHEREAS, the Council of the Borough of Allentown does approve the signing of that agreement as prepared by the Borough Attorney and signed by the FOP #114 President and Sergeant J. Madama, as officer in charge, and

WHEREAS, this agreement is effective January 1, 2004 through December 31, 2006.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Allentown does hereby authorize the Mayor and the Borough Clerk to execute a contract with the FOB for the period of three years effective January 1, 2004 and ending December 31, 2006.

I, Lorene K. Wright, Municipal Clerk of the Borough of Allentown, County of Monmouth, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Borough Council on September 28, 2004.


Lorene K. Wright, RMC
Municipal CLerk

BOROUGH OF ALLENTOWN
MONMOUTH COUNTY, NEW JERSEY

COLLECTIVE BARGAINING AGREEMENT

LODGE NO. 114
NEW JERSEY STATE
FRATERNAL ORDER OF POLICE

EFFECTIVE FROM JANUARY 1, 2004 TO DECEMBER 31, 2006

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AGREEMENT made as of the day of , 2004 by and between the BOROUGH OF ALLENTOWN, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as "Employer" and the NEW JERSEY STATE FRATERNAL ORDER OF POLICE, INC., LODGE #114, Allentown, New Jersey, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed officers (hereinafter sometimes collectively referred to as "members" or "employees") of the Department of Police of the Borough of Allentown (Employer):

NOW, THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purpose

of collective bargaining, settlement of grievances and all activities and processes relative thereto.

Section 1.02

The bargaining unit shall consist of all full-time patrolmen and sergeants of the Department of Police of the Borough of Allentown, New Jersey, now employed or hereinafter employed, except the Chief of Police. The decision as to whether or not to retain any probationary employee rests exclusively with the Borough and the terms of this contract do not apply to that decision.

Section 1.03

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

Section 1.04

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and Council of the Employer or

their designee or designees, and the President of the Association, or his designee or designees shall be the respective bargaining agents for the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

Employees of the Employer, who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement, will be excused, conditions permitting, from their work assignments provided, however, that no more than one (1) employee shall be excused for any bargaining session.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Employer shall permit members of the Association's Grievance Committee, to appoint one (1) member as liaison, to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay,

provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty policemen to bring the Department of Police to its proper effectiveness.

Section 3.02

The Employer agrees to grant the necessary time off, without loss of pay, to the members of the Association selected as delegates to attend any State or International convention of the New Jersey Fraternal Order of Police as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

Section 4.01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, sex, creed, color or national origin.

ARTICLE V

INJURY LEAVE AND SICK LEAVE

Section 5.00

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave at full pay at the rate of pay in existence at the time of his injury, for the period he is incapacitated by such injury, illness or disability; or until such time as he has been accepted for retirement by the Public Employee Retirement System. Any officer so injured shall not have his sick time charged for the period he is incapacitated. The Borough has the right to require verification of said incapacity. Any payments of temporary disability insurance by the Borough or its Workman's Compensation Insurance Carrier or from legal settlement or judgment from a third party shall be credited toward the full pay set forth above.

Section 5.01

Sick leave will be accumulated at the rate of 5.33 hours per month with a maximum amount of sick leave per year to be sixty four (64) hours. During the probationary six (6) month period, sick leave credit may be earned but not taken until after the employee has successfully completed the probationary period.

Section 5.02

Each employee shall give reasonable notice, where and when possible, to the Chief of Police or the officer in charge when that employee will be absent because of injury or sickness.

Section 5.03

Failure to give notice as required may result in loss of sick leave credit for that day and/or may constitute cause for disciplinary action. After the notice is given, the employee may be required to give a doctor's certification to the Chief of Police concerning the illness or injury for which the employee was absent.

Section 5.04

Employees are subject to disciplinary action by the Chief of Police for the willful, malicious and negligent use of sick leave by the employee.

Section 5.05

Sick leave is not to be taken in conjunction with vacation or personal time.

Section 5.06

Sick leave may be used by employees who are unable to work because of personal illness, accident, illness in his or her immediate family which requires his or her attendance upon the ill person, quarantine restrictions, pregnancy or disabling injuries.

For the purpose of this subsection, "immediate family" means a spouse, child, parent, or unmarried brother or sister or a relative or dependent living under the same roof.

ARTICLE VI

HOURS OF EMPLOYMENT/SHIFT SCHEDULE/MANPOWER

Section 6.01

Hours of employment, shift scheduling and manpower requirements are at the discretion of the Chief of Police provided that in the case of an emergency, the Mayor, Chief of Police or the Chairman of the Public Safety Committee of the Borough Council shall have full authority to summons and keep on duty any and all such members during the period of emergency.

Section 6.02

The assignment of employees to shift schedules and tours of duty is recognized as a prerogative of the Employer. The Employer retains the right to change the current shift schedule and tours of duty in any manner, including, but not limited to, the number of hours of work per day, the hours during the day each officer must work (tour of duty), the number of days worked or days off per week, and the scheduling of days worked and days off, whenever the Employer determines that such change is necessary.

Section 6.03

Employees shall be given twenty-four (24) hour notice of any changes in the posted work schedule, except as necessitated by emergency conditions.

Section 6.04

The Borough Council, based on availability of funds, shall attempt to maintain funding requirements to maintain the ability of a minimum full person staff supplemented within the budget by overtime and use of special police or part time officers (Chief, Sergeant, 3 full time officers). Full time officers are hired for 2080 hours per year.

ARTICLE VII

COMPENSATION FOR OVERTIME

Section 7.01A

Whenever an employee is required to work for any period of time in excess of his or her regular work hours as defined by the work schedule, then this additional time shall be considered overtime.

Section 7.01B

Whenever an employee is asked to work when unscheduled to work for said time, the overtime will be paid for the actual hours worked. However, whenever an employee is called in on short

notice, that employee will be paid a minimum of a 2 hour wage for the calling.

Section 7.02

For purposes of computing the employee's hourly rate, the Employer shall take the employee's yearly salary, as set forth in Exhibit A for 2001 and shall divide this salary by 2080. This rate is the one which shall be used for all salary computations which require the use of an hourly rate.

Section 7.03

The provisions of this Article are applicable to all overtime regardless of the type or nature of work performed during the overtime, but shall not include special assignments for the school or other off-duty details.

Section 7.04

No employee shall be entitled to paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Chief of the Department of Police and the Chairman of the Public Safety Committee of the Borough Council.

Section 7.05

Any officer required to report for duty after completion of a

regular shift and prior to the start of his next regularly scheduled shift shall receive additional compensation at the overtime rate for the number of hours worked.

Normal and routine shift rotations and changes and shift changes agreed upon between individual officers shall not entitle the officer to such additional compensation.

ARTICLE VIII

WAGES

Section 8.01

The parties have agreed that there should be a 5.5 percent increase each year during the three year contract, as set forth herein, with the general provisions in relation to that increase to be set forth hereinafter as follows:

Any patrolman in the Borough of Allentown under Levels A and B of the previous contract that terminated as of December 31, 2003 shall participate in the increases, as set forth in the within contract. The pool of money that is available for the year 2004, based on a 5.5% increase, is \$14,440. The second pool of money, based on a 5.5% increase for the year 2005, is \$30,480. The third pool of money, based on a 5.5% increase for the year 2006, is \$58,541.94. This totals \$103,461.97 based on a 5.5% increase over a three year period of time.

The parties agree that the effective distribution to the officers under the Level A and B category, as set forth above, shall be as follows:

2004 - 5.502%

2005 - 5.792%

2006 - 6.360%

Attached hereto as Schedule 1 to this contract is a new salary level of A thru E, which shall be effective as of the first of January, 2004. The parties agree that any officer who was covered under the previous contract, who is less than a Level B as of December 31, 2003, shall not participate under the steps, as set forth in this new contract, until that patrolman's status is a Level A status. Any patrolman, who was less than a Level B, in the previous contract shall proceed thru levels under the old contract, which levels are as follows: Level C - \$39,095.19 and Level B - \$44,021.13. At the time that any patrolman was previously a level less than B under the contract terminating on December 31, 2003, that once Level A patrolman shall be accepted into a Level A position and then will be covered under the new Level A under the contract that covers 2004 thru 2006.

The parties agree that there will be a newly created Level E and the new three year contract with the steps in Level E for the

new 3 year term contract to be as follows: 2004- \$29,356.03; 2005- \$29,356.03; 2006- \$29,356.03.

It is further agreed that as an officer enters his 11th year of employment with the Borough, the longevity increase which is 1.5% for the 10 year period, in accordance with paragraph 13.01 of the contract, will be increased to 1.75% when the officer starts his 11th year of employment.

There are no other changes in the contract language for the years 2004 thru 2006 and the same language will be apply from the previous contract, except for the changes set forth herein.

ARTICLE IX

HOLIDAYS AND PERSONAL TIME

Section 9.01

Any holiday pay earned by an officer during the first half of the year, which is defined from January 1 through June 30 of a particular year, shall be paid for by the Borough on the second pay period of July. Any holiday pay that is earned by a full-time officer for the period of July 1 through December 31, shall be paid for by the Borough at the time that the last pay period is paid in November of a particular year.

Section 9.02

It is recognized by both parties that by reason of Department

business, employees of the Department of Police are not able to be excused from working on such holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on such holidays, each full-time employee of the Department of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

Section 9.03

Employees shall be entitled to 24 hours with pay annually for the purpose of conducting business of a personal nature. Employees shall notify employer or its designated representative in writing at least seventy two (72) hours prior to the requested day of absence except in an emergency and such absence shall be subject to employer's approval based upon manpower needs necessary to maintain shift strength in accordance with management's requirements.

ARTICLE X

FUNERAL LEAVE

Section 10.01

Employees shall be entitled to funeral leave with pay not exceeding three (3) days in the event of the death of a spouse, child, parent, brother, sister, spouse's child, mother-in-law,

father-in-law, sister-in-law, brother-in-law or other relative living under the same roof.

ARTICLE XI

PENSIONS

Section 11.01

Employer shall continue to provide contributions to employee's pension in accordance with the presently existing practice.

ARTICLE XII

VACATIONS

Section 12.01

(1) Full time employees shall accrue paid vacations as follows:

(a) After six (6) months employment, if employed prior to March 1st of the calendar year: one (1) week's vacation equal to forty (40) hours, provided that employment is not terminated before the end of said year. If employment is terminated before the end of said year, one (1) week's salary shall be withheld from the employee at the time of termination of employment as compensation for the one (1) week's vacation time.

(b) After one (1) year of employment: two (2) week's vacation equal to eighty (80) hours

(c) After ten (10) years of employment: three (3) week's

vacation equal to one hundred twenty (120) hours.

(d) After fifteen (15) years of employment: four (4) week's vacation equal to one hundred sixty (160) hours.

ARTICLE XIII

LONGEVITY PAY - UNIFORM ALLOWANCE

Section 13.01

Each employee covered by this agreement shall, in addition to his regular wages and benefits, be paid longevity increment as follows:

- (a) After 5 years of service - 1.0% of base annual salary
- (b) After 10 years of service - 1.75% of base annual salary

Section 13.02

Each employee shall qualify for the longevity increment on the date of the anniversary of his full time employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in

determinant years of service.

Section 13.03

Each employee covered by this agreement shall receive an annual clothing maintenance allowance in the amount of \$600.00 per year upon submission of a signed voucher. At the Borough of Allentown's option, the Borough may change the clothing allowance system to provide for a cleaning service in lieu of the maintenance payment. In the event the Borough chooses to do that, they will notify the police officers in question and at the time it is changed to a cleaning service, the Borough will be responsible to pay for said cleaning service. In the event the Borough opts to go to a cleaning service, then the maintenance allowance, as set forth herein, shall no longer be required to be paid by the Borough.

Section 13.04

The clothing allowance shall be used only for the repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.

If an employee's uniform or civilian clothes are torn or damaged beyond repair while the employee is in the course of performing his duties, it will be replaced at Borough expense.

Section 13.05

The prescribed uniform shall be furnished at the expense of

the Employer.

ARTICLE XIV

HOSPITAL, MEDICAL AND PRESCRIPTION INSURANCE

The present practice regarding hospital, medical and prescription insurance shall remain in effect for the life of this agreement or until such time as other mutual arrangements are made.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.01

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

STEP 1. The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his designated representative. The Chief of Police shall answer the grievance orally within five (5) days.

STEP 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) days, in writing, to the Commissioner of Police. This presentation shall set forth the position of the Association, and at the request of either party, or the Commissioner, discussions may ensue. The Commissioner of Police shall answer the grievance, in writing, within ten (10) days after receipt of the grievance setting forth the position of the Employer. The written grievance shall contain:

(1) The general description of the relevant facts from which the grievance arose.

(2) The specific Article and section of the contract or rule, regulation or statute which has allegedly been violated.

(3) The date or dates of the alleged violation.

(4) The relief requested.

(5) A signature of an authorized Association representative.

STEP 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented, in writing, to the Mayor. The final decision of the Mayor shall be given to the Association, in writing, within fourteen (14) days after receipt of the grievance by the Mayor. Discussion may ensue in the interim period at the request of either party or the Mayor.

STEP 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVI - Arbitration hereinafter set forth.

Section 15.02

Nothing herein is intended to deny an employee the rights of appeal as expressly granted in the Revised Title 40 Laws of the State of New Jersey.

Section 15.03

Nothing herein shall prevent an employee from processing his

own grievance, providing the Grievance Committee may be present.

ARTICLE XVI

ARBITRATION

Section 16.01

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure herein provided, may be referred to an arbitrator as hereinafter provided.

Section 16.02

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission or the American Arbitration Association to appoint an arbitrator to hear the arbitration pursuant to its rules.

Section 16.03

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 16.04

The decision of the arbitrator shall be final and binding on

the Association and the Employer.

Section 16.05

In the event the Association and the Employer cannot mutually arrive at a satisfactory arbitrator within twenty (20) days after receipt of the list from the Public Employment Relations Commission or the American Arbitration Association, the Public Employment Relations Commission or the American Arbitration Association shall select an arbitrator.

The costs of the arbitrator's services, if any, shall be shared by both parties equally and each of the parties shall bear its own costs.

ARTICLE XVII

STRIKES AND OTHER JOB ACTION

Section 17.01

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time.

ARTICLE XVIII

MANAGEMENT OF BOROUGH'S AFFAIRS

Section 18.01

The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject to the limitations of this agreement, is vested and retained by the Borough, exclusively.

The management and the conduct of the business of the Borough and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general, to maintain discipline, order and efficiency consistent with the rules and regulations of Title 40 Statutes. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement and as permitted by law, provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XIX

ADMINISTRATIVE CODE, ADMINISTRATIVE MANUAL

AND RULES AND REGULATIONS

Section 19.01

Notwithstanding anything contained herein to the contrary, the employees hereby recognize and agree that the administrative code, administrative manual of the Employer and the rules and regulations of the Department of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein, in which event the provisions of this agreement shall prevail.

ARTICLE XX

APPLICABLE LAWS

Section 20.01

The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXI

PROFESSIONAL LIABILITY INSURANCE

Section 21.01

The Borough agrees to obtain "Professional Liability Insurance" to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.

The policy will pay on behalf of the police all sums, within the aforesaid limits, which said policemen shall become obligated to pay as damages because of (a) personal injury, and (b) bodily injury, and the insurance carrier shall have the duty to defend any suit against a policeman seeking damages on account of such injury even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to any injury sustained by any paid full or part-time law enforcement officer; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract; nor to damage to property.


The definition of "personal injury" is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault and battery (if committed while making or

attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

ARTICLE XXII

DURATION OF AGREEMENT AND RENEGOTIATION

Section 22.01

 This agreement shall be effective from the 1st of January, 2004 and shall continue in full force and effect until December 31, 2006. Either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived by agreement.

IN WITNESS WHEREOF, the Borough of Allentown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper

**Borough of Allentown
Police Department
Police Contract 2004-2006**

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Sergeant	\$ 55,032.00	\$ 58,059.86 5.502%	\$ 61,422.69 5.792%	\$ 65,329.17 6.360%
Corporal	\$ 53,049.88	\$ 55,968.68 5.502%	\$ 59,210.39 5.792%	\$ 62,976.17 6.360%
Patrolman A	\$ 51,067.76	\$ 53,877.51 5.502%	\$ 56,998.09 5.792%	\$ 60,623.17 6.360%
Patrolman B	\$ 44,021.13	\$ 46,443.17 5.502%	\$ 46,443.17	\$ 46,443.17
Patrolman C	\$ 39,095.19	\$ 39,095.19	\$ 39,095.19	\$ 39,095.19
Patrolman D	\$ 29,356.03	\$ 34,225.61	\$ 34,225.61	\$ 34,225.61
Patrolman E		\$ 29,356.03	\$ 29,356.03	\$ 29,356.03

Note:

1. Rate Schedule applies to Sergeant, Corporal, and Patrolman A, existing employees that have not reached the Patrolman A step will follow the 2003 schedule. Upon reaching Patrolman A status, the new schedule will apply.
2. All new hires begin at Patrolman E classification.