

**AGREEMENT BETWEEN**  
**THE BOROUGH OF COLLINGSWOOD**  
**AND**  
**COLLINGSWOOD POLICE OFFICERS ASSOCIATION/**  
**F.O.P. LODGE 76\ LABOR COUNCIL**  
**2007, 2008, 2009, 2010**

**Final Copy – July 2007**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007  
By and between the Borough of Collingswood, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer and the Collingswood Police Officers Association\ F.O.P. Lodge 76\Labor Council, hereinafter referred to as the Employee, has as its purpose the promotion of harmonious relations between the Borough and the Collingswood Police Officers Association\ F.O. P. Lodge 76\Labor Council, 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 Collingswood.

## **LEGAL REFERENCE**

Nothing contained in this Agreement shall alter the authority conferred it by Law or the Borough's Departmental Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Employer and the Employees to follow the terms outlined 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 employees such rights as he may have under any other applicable laws and regulations. The rights granted to employee(s) hereunder shall be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to any Employee or group of 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. However, all other provisions or applications 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 provision of this contract modify existing Local Laws.

## **EMPLOYEE RIGHTS**

The Employer and the Employees hereby agree that every Employee should have the right to freely organize, join, and support the C.P.O.A.\ FOP Lodge 76\Labor Council and its affiliates for the purpose of engaging in collective bargaining negotiations 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 any employee 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 any employee with respect to his hours of work, wages or any terms or conditions of employment, or regarding his participation in the C.P.O. A.\ FOP Lodge 76\Labor Council and its affiliates, collective negotiations with the C.P.O. A. \ FOP Lodge 76\Labor Council or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- A. A Police Officer shall have the right to inspect his Personnel File at reasonable times provided his request is made twenty-four (24) hours in advance and his Superior Officer shall be present at the time of the inspection.
  
- B. If any alleged misconduct occurs, which the Chief of Police feels should be made part of the Officers Personnel File, a copy of same shall be available to the officer within forty-eight (48) hours and the officers written response shall be placed in his Personnel File.
  
- C. The Union may place a bulletin board in the locker room.

## **MANAGEMENT RIGHTS**

The Borough of Collingswood Board of Commissioners hereby retains and reserves unto itself, without limitations, 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 not without limiting the generality of the foregoing, the following rights:

1. The Executive Management Administrative Control of the Borough Government 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 make 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 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 employees, to require compliance by the employees, is recognized.
4. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or 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.
8. The Chief of police or his designee shall post a work schedule based on a twenty- (20) day work period. 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 therewith, 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 the State 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 R. S. 40A, or any other National, State, County or Local Laws or Regulations.

## **RECOGNITION**

The Borough of Collingswood hereby recognizes the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council as the exclusive majority representative for all permanent Patrolmen employed by the Borough Police Department within the meaning of the New Jersey Employer/Employee Relations Act N.J.S.A.34:13A-1.1.

The Borough further recognizes that the Department Representatives of the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council are to act as liaison between the Police Department and the Borough in all matters pertaining to hours of work, wages, and working conditions and said departmental representatives of the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council hereinafter referred to as the representatives shall be free to meet with authorized representatives of the Borough.



## **REPRESENTATIVES**

An aggregate of three (3) representatives shall represent the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council in grievances with the Employer. The Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council shall notify the employer, in writing, as to the identity of these three (3) elected/appointed representatives before they are actually assigned by the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council to proceed with an investigation into any particular matter.

These three (3) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.

During collective negotiations, authorized representatives, not to exceed two (2), shall be excused from their normal duties for as much time as would be reasonably required to participate in any collective negotiation sessions, mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

The Employer shall grant the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council reasonable use of the Employers facilities and equipment for the purpose of conducting Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council business in reference to contract negotiations. The Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council will hold all responsibility for any and all damage to the Employers facilities and equipment that may take place at that time.

If any employee becomes an official of the Collingswood Police Officers Association\F.O.P. Lodge 76\Labor Council, he shall be granted reasonable time to execute his duties and attendance at general meetings, conventions, and grievance hearings.

## **GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment of the Police officers. The term "Grievance" as used herein, means any dispute or controversy arising over the interpretation, application, or any alleged violation of the terms and conditions of the Agreement and may be raised by the Collingswood Police Officers Association \ F.O.P. Lodge 76\Labor Council on behalf of any individual employee or group of employees, or the Employer.

### **STEPS IN THE GRIEVANCE PROCEDURE:**

**Step One:** The aggrieved employee or employees, or the Borough, shall institute action under the provisions herein within Fifteen (15) working days of the occurrence of the grievance to the immediate Supervisor. The immediate Supervisor shall make an earnest effort to settle the difference, for the purpose of resolving the matter informally. Failure to act within said Fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. The immediate Supervisor shall render a written decision within Five (5) working days after receipt of the grievance.

**Step Two:** In the event the grievance has not been resolved in or at Step One, the employee or employees shall, in writing and signed, file the grievance with the Chief of Police within five (5) calendar days following the determination of Step One. The Chief of Police shall render a written decision within Fifteen (15) working days after receipt of the grievance.

**Step Three:** In the event the grievance has not been resolved in or at Step Two, the employee or employees, in writing and signed, shall file the grievance with the Director of Public Safety within Five (5) calendar days following the determination of Step Two. The Director of Public Safety shall render a written decision within Fifteen (15) working days after receipt of the grievance.

**Step Four:** In the event the grievance has not been resolved in or at Step Three, the employee or employees, in writing and signed, shall file the grievance with the Borough Commissioners within five (5) calendar days following the determination of Step Three.

The Board of Commissioners shall render a written decision within Thirty (30) calendar days from receipt of the grievance.

**Step Five:** In the event the grievance has not been resolved in or at Step Four, the matter may be referred to the arbitration process as hereinafter provided in the event that the Employer or the Collingswood Police Officers Association \ F.O.P. Lodge 76\Labor Council desires to submit a grievance to the arbitration process, this procedure shall be followed:

1. The party demanding mediation/arbitration shall serve written notice of its intent on the other party(ies) within ten calendar days following receipt of the Borough Commissioners determination.

2. The party demanding mediation/arbitration shall request the New Jersey State 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 Board of Mediation.

3. The cost of the service of the arbitrator shall be borne equally by the Employer and the Collingswood Police Officers Association \ F.O.P. Lodge 76\Labor Council; any other cost shall be paid by the party that incurred them.

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 Collingswood Police Officers Association \ F.O.P. Lodge 76\Labor Council. 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 termination of the applicable time limits, the grievance may proceed to the next step.

## **EQUAL TREATMENT**

The Borough and the Collingswood Police Officers Association\F.O.P. Lodge 76 Labor Council agrees that there shall be no discrimination against the Collingswood Police Officers Association, and/or any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

Appointments of employees shall be made from a selection of the best qualified applicants. Preference will be given to Borough residents when equal qualifications are submitted for consideration.

## VACATION LEAVE

The following annual vacation leave with pay shall be granted each calendar year to those Patrolmen in full-time permanent service with the Borough, to be credited to the officer on January 1 of each year. New employees must work six (6) months before they are eligible for vacation benefits.

Commencing with the seventh (7) month through the first year, five (5) vacation days.

Commencing with the second (2) year through the fourth year inclusive, eleven (11) days vacation.

Commencing with the fifth (5) year through the sixth year inclusive, twelve (12) days vacation.

Commencing with the seventh (7) year through the eighth year inclusive, thirteen (13) days vacation.

Commencing with the ninth (9) year through the tenth year inclusive, fourteen (14) days vacation.

Commencing with the eleventh (11) year through the twelfth year inclusive, fifteen (15) days vacation.

Commencing with the thirteenth (13) year through the fourteenth year inclusive, sixteen (16) days vacation.

Commencing with the fifteenth (15) year and thereafter, twenty (20) days vacation.

A. Vacation scheduling will be the responsibility of the Chief of Police and shall be granted upon request with priority of dates according to seniority. Requests for days in addition to those set by the Chief shall be considered on a case by case basis for exceptional circumstances.

B. When a request for a vacation period has been approved by the Chief of Police, there shall be no change in the work schedule which would adversely affect the vacation plans of the Patrolman when reservations or commitments have been made by the Patrolman, based on his work schedule at the time of the approval, unless there is a declared emergency which requires his presence and the Borough will then reimburse the Patrolman for any expenditure made and not refundable.

C. 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. However, if in the second year, due to the pressure of work, as determined by the Chief of Police, the Patrolman still has accumulated vacation time that will be lost, the employee has the right to sell back that time only.

D. Vacation time cannot be used for sick time without the express written consent of the Employee.

E. Vacation time accumulated will be pro-rated for the current year and paid to any Patrolman retiring, resigning, or being terminated for cause and will be part of his final paycheck.

F. After the first calendar year, the employee's date of hire shall be used as a cut off date in computing vacation.

## SICK LEAVE WITH PAY

Sick leave is hereby defined as the absence of any Patrolman from duty because of personal illness, which prevents his doing the usual duties of his position.

Any Patrolman who is absent for reasons that entitle him to sick leave shall notify his superior promptly, but no later than four (4) hours before his usual starting time, except in cases of extreme emergency, where the employee is unable to do so.

Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

Sick leave shall be granted as per the following schedule:

6 months through 2 years employment .....30 days sick leave

3 years through 4 years employment ..... .60 days sick leave

5 years through 6 years employment ..... ..90 days sick leave

7 years through 8 years employment .....120 days sick leave

9 years through 10 years employment ..... .150 days sick leave

11 years through 12 years employment ....180 days sick leave

13 years through 14 years employment .... 210 days sick leave

15 years through 16 years employment .... 240 days sick leave

17 years through 19 years employment .... 270 days sick leave

20 years through 22 years employment .... 300 days sick leave

23 years through 25 years of employment .330 days sick leave

After employed for 25 years of employment 360 days sick leave

Sick leave shall only be accruable at the rate of seven (7) days per year, provided none of the above sick leave is used. Any sick time taken shall first be charged against the seven (7) accruable days for that year.

The first seven (7) days of each of the above-mentioned sick leave periods, or so, many of them as shall not be used, shall accumulate from year to year.

Sick time charged shall be against time scheduled to work only.

If any employee is absent for three (3) consecutive days, the Borough may require acceptable evidence on the prescribed form. The nature of the illness and the length of time the employee was absent shall be stated on a Doctor's certificate.

Abuse of sick leave will be cause for disciplinary action.

At the end of each calendar year, the Borough of Collingswood shall provide a written statement to the Chief of Police of each employee's accrued sick leave.

An employee may apply his unused accumulated sick leave time to early retirement or, upon retirement for the services from the Borough of Collingswood; he may receive one hundred percent (100%) of his accumulated sick leave as additional severance pay.

The maternity leave policy of the Borough for non-work related disability is hereby incorporated herein.

In the event of non-work related disability, (as defined below)<sup>1</sup> employees shall be entitled to be paid by the Borough their regular pay for a period of two (2) weeks, after employee has used all of his/her accrued sick leave, vacation time and personal days, provided for above. In the event such disability continues, the employee shall be paid one-half (1/2) disability of said regular pay for a future period not to exceed twenty-six (26) weeks.

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1. Disability is defined herein as being the same standards utilized under the New Jersey State Disability statutes. Upon request of the Borough, an employee must provide medical proof thereof satisfactory to the Borough, and the employee shall consent to a medical examination by the doctor of the Borough's choosing.



## **PERSONAL HOLIDAYS**

Each employee covered herein shall be entitled to sixteen (16) paid personal holidays per year, to be credited to him on January 1st of each year.

A. New Employees shall accumulate personal holidays at the rate of one and One-third (1 1/3) days per month for their first year of employment.

B. Personal holidays, not to exceed two (2), 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 holidays may be used in lieu of sick days when the sick time has been exhausted, with the approval of the Chief of Police and the Borough Commissioners.

D. Personal holidays are not being used in conjunction with sick days.

E. All personal holidays are to be used during the year in which they are granted. Where in any calendar year the personal holidays or any part thereof, not to exceed Ten days (10), is not used, the employee shall receive a holiday compensation check totaling one days pay for each holiday not taken.

F. Holiday compensation shall be paid in a separate check on the first payday after December 1st of each year.

G. Nothing contained in the preceding paragraphs shall be deemed to give any Patrolman the right to necessarily have any specific holiday off. Request for specific holidays off will be the responsibility of the individual Patrolman and will be determined early enough in the year in order to allow each Patrolman an equal number of holidays off.

H. Any employee leaving the Borough employment during the course of the year shall only be entitled to be paid for personal holidays accrued at the rate of one and one quarter (1-1/4) days for each month of service that year less any personal holidays taken.

I. Request for personal holidays, requested and approved at least three (3) days in advance, shall have preference over Comp Time and cannot be cancelled as a result of another employee's illness.

## INSURANCE

The Borough shall provide health/dental insurance benefits for all full-time patrolmen and their dependents, paid for in full by the Borough unless they are hired after January 1,1999. Any Patrolman hired after January 1,1999 will be entitled to “Paid Health Benefits” for the employee only until they reach their 3<sup>rd</sup> Step. The benefits provided shall be equal to or greater in coverage in all areas as the current levels of benefits.

A 457 Plan will be implemented as soon as practicable.

## MEDICAL CO-PAYS

**Prescriptions will be as follows:**

HMO \$10.00 (Generic Brand) per prescription  
\$15.00 (Name Brand) per prescription  
\$35.00 (Formulary) per prescription

PPO \$10.00 (Generic Brand) per prescription  
\$20.00 (Name Brand) per prescription  
\$35.00 (Formulary) per prescription

**Health Benefits will be as follows:**

HMO \$15.00 per visit  
PPO \$20.00 per visit

The Borough of Collingswood is possibly going to change to the State Health Benefits Program in the calendar year 2008. For the period of January 2007 through July 2008, the present medical carrier and benefit level will remain without change or costs for the employee. The collective bargaining agreement may be opened during the contract period for this reason only. The employees shall continue to receive the same level of benefits if the change to the State Health Benefits Program is mutually accepted by both parties at that time.

## RETIREMENT AND RETIREE HEALTH CARE

When a Patrolman retires with twenty-five (25) years of creditable service in State PFRS, the employee will be entitled to fully paid health & dental benefits for the retiree, spouse and eligible children for the life of the employee. The coverage carrier will be the same as active employees.

Employees who retire with twenty-five years of credited service and who give proper notification of their intent to retire, shall be granted or paid for any accumulated or accrued sick time, vacation time, holidays or compensatory time earned through their actual date of retirement.

## **FAMILY DENTAL PLAN**

The Borough shall provide a dental plan for all employees covered herein in accordance with or equivalent to the present plan with New Jersey Delta Dental Services, Inc.– Program 1B.

## **COMMUNICABLE DISEASES**

Any officer who shall suffer from a communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident or investigation reports and other pertinent information can be used to validate or challenge such claims.

## **LEGAL AID**

A. In Civil Actions, the Borough agrees to defend and to satisfy any judgment, which may be rendered against any Patrolman for the action arising out of his employment with the Borough.

B. The Borough will comply with N.J.S.A. 40A: 14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to the performance of his duties.

C. In the event an officer is paid for cost of his defense, pertaining to a charge arising from the performance of his duties, under N.J.S.A. 40A: 14-155, the "cost of defense" shall be deemed to include filing fees.

## UNIFORM ALLOWANCE

An annual Uniform Allowance for the replacement and maintenance of clothing shall be paid to all full-time Patrolmen represented herein. This allowance will be paid directly to each Patrolman in a separate check on or about May 1st of each year, so that he may purchase and maintain clothing as needed, as per the following schedule, pro-rated for new employees:

2007	-	\$ 1,425.00
2008	-	\$ 1,475.00
2009	-	\$ 1,525.00
2010	-	\$ 1,575.00

A. All Patrolmen will be responsible for the purchase of clothing and equipment necessary for him to be properly uniformed and equipped within the meaning of such regulations as the Department may impose.

B. Patrolmen with less than one (1) year of service will be required to use their allowance in its entirety to purchase a basic uniform issue which will be stipulated by policy within the Department.

C. Whenever a uniform change is implemented by the Chief of Police or Borough Commissioners, the initial cost of the first issue shall be borne by the Borough, with no deduction to the employees uniform allowance benefit. This shall apply only to the first issue of these items.

D. The Borough has established a fund of \$500.00 in totality, which shall be replenished annually, capped at \$500.00, with no rollovers. Officers on duty, who sustain damage or loss to items other than uniforms, shall be eligible for reimbursement from such fund, if not otherwise compensated. Officers agree to make their best efforts to obtain reimbursement from other sources.

E. The Borough agrees to supply ballistic vest to the employee every five years; however; officers will be required to wear them if they are bought for them.

## LONGEVITY

Longevity Pay will be issued to those Patrolmen in fulltime permanent service with the Borough as per the following schedule:

	<u>2007</u>	<u>2009</u>	
Less than 3 years of service	\$500	\$500	
3 years of service	\$1,000	\$1,000	
5 years of service -	4.75%	5.25%	(of annual salary)
8 years of service -	7.25%	7.75%	(of annual salary)
12 years of service -	8.25%	8.75%	(of annual salary)
15 years of service -	8.50%	9.00%	(of annual salary)
20 years of service -	8.75%	9.25%	(of annual salary)

In computing Longevity, the effective date shall be the date of hire. Longevity calculations will be made and become part of the Patrolman's annual salary.

## COURT TIME

A Patrolman shall be given the following compensation for appearing, while off duty, in court or before a State Agency in any criminal, quasi-criminal, motor vehicle, or juvenile proceeding arising out of his employment for up to two (2) hours and overtime, as provided in the overtime section of this Agreement, for any time in excess of two (2) hours spent in the aforementioned court appearances.

Commencing:

2007	-	\$100.00
2008	-	\$100.00
2009	-	\$100.00
2010	-	\$100.00

A. In the event the Patrolman is required to furnish his own transportation for any such appearance, as referred to above, other than for any such appearance in any court or agency in Collingswood, Camden, or within a five (5) mile radius of the Borough of Collingswood, he shall be compensated for mileage at the rate of seventeen cents (\$.17) per mile, less any compensation received by him from any other source for such travel expenses.

B. The compensation provided for the above shall be paid in the pay check issued on the first pay day following the month in which same has been earned and indicated as court time on the check stub.

## **BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay per the following schedule:

A. Six (6) days off with pay in the event of death of the employee's mother, father, spouse, children or foster children, mother-in-law and father-in-law or any relative that is a permanent resident of the household of the employee.

B. Five (5) days off with pay in the event of death of the employee's brother, sister, step mother or step father.

C. Three (3) days off without loss of pay in the event of death of the employee's, grandmother, grandfather, brother-in-law or sister-in-law, grandchildren, son-in-law or daughter-in-law.

D. One (1) day off without loss of pay in the event of death of employee's aunt, uncle, niece or nephew.

E. If extenuating circumstances arise where more time off is required; the employee may request additional time off from the Chief of Police and the Borough Commissioners.

F. When any such death leave is requested by an 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.

## **OVERTIME**

Overtime is defined as any time worked over and above the regular work schedule of the Department and shall be compensated at the rate of time and one-half (1 ½) - the regular hourly rate of pay of the employee.

A. Overtime will be paid in accordance with the salary increment agreed upon for the current year of the contract.

B. When overtime monies are paid out to the employees prior to the agreement of a salary increment, those monies shall be increased by the appropriate amount of the awarded salary increment, within Thirty (30) calendar days after the signing of the Agreement.

C. Wherein Patrolmen are required to attend a court hearing, the compensation referred to under the section of Court Time shall apply.

## **CALL IN TIME**

Any employee having completed his scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of two (2) hours pay, at the overtime rate of time and one half (1½), even though he may work less than two (2) hours.



## **WORKMEN COMPENSATION**

If an employee is injured or becomes ill out of or during the course of his employment, the following procedure shall be followed:

A. The employee shall immediately notify the Chief of Police of the work-related injury or illness.

B. If the Borough's Workmen's Compensation Insurance Carrier does not dispute the casual relationship between the employment and the injury or illness, the employee shall be paid his full pay for the first forty five (45) scheduled working days following the date of the injury or illness and no charge shall be made to the employees sick leave accumulation, provided the employee turns over to the Borough any checks received for temporary disability benefits.

C. After the first forty five (45) scheduled work days from the date of the injury or illness, the employee shall have the option to receive full pay, charging the difference to his sick leave accumulation, provided he turns over his temporary disability checks to the Borough; or he has the option to retain his workmen's compensation checks and not receive any additional monies from the Borough, in such event, there shall be no charge to the employees sick leave accumulation.

## **LAY OFF AND DISCHARGE**

A. If an employee is laid-off, he is to be paid for any earned, accumulated vacation, personal days, and sick time.

B. If an employee is discharged for cause, the Board of Commissioners shall determine whether or not he is to be paid for earned, accumulated vacation, depending upon the circumstances of his dismissal.

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

## **RESIGNATION**

If a Patrolman gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time, prorated for the current year and any personal holidays not used, pro-rated for the current year. If he does not give the proper two (2) weeks notice, the Borough Commissioners shall determine whether or not he is paid for same.

## SALARIES

It is acknowledged by and between the parties that the regular salary for Patrolmen shall increase as follows:

2007	-	3.75%
2008	-	3.75%
2009	-	3.75%
2010	-	3.75%

<u>2007</u>	<b>SALARY</b>	<b>Hired after 2/16/96</b>
First year patrolman	\$52,080.00	\$46,875.00
Second year patrolman	\$58,471.00	\$52,625.00
After completion of third year	\$64,918.00	\$58,428.00

  

<u>2008</u>	<b>SALARY</b>	<b>Hired after 2/16/96</b>
First year patrolman	\$54,033.00	\$48,633.00
Second year patrolman	\$60,664.00	\$54,598.00
After completion of third year	\$67,352.00	\$60,619.00

  

<u>2009</u>	<b>SALARY</b>	<b>Hired after 2/16/96</b>
First year patrolman	\$56,059.00	\$50,457.00
Second year patrolman	\$62,939.00	\$56,645.00
After completion of third year	\$69,878.00	\$62,892.00

  

<u>2010</u>	<b>SALARY</b>	<b>Hired after 2/16/96</b>
First year patrolman	\$58,161.00	\$52,349.00
Second year patrolman	\$65,299.00	\$58,769.00
After completion of third year	\$72,498.00	\$65,250.00

## **Salary for Patrolman hired after January 1, 2007**

<b><u>2007</u></b>	<b>SALARY</b>
Recruit	\$38,060.00
First year patrolman	\$42,289.00
Second year patrolman	\$46,875.00
Third year patrolman	\$52,625.00
After completion of fourth year	\$58,428.00

<b><u>2008</u></b>	<b>SALARY</b>
Recruit	\$39,487.00
First year patrolman	\$43,875.00
Second year patrolman	\$48,633.00
Third year patrolman	\$54,598.00
After completion of fourth year	\$60,619.00

<b><u>2009</u></b>	<b>SALARY</b>
Recruit	\$40,968.00
First year patrolman	\$45,520.00
Second year patrolman	\$50,457.00
Third year patrolman	\$56,645.00
After completion of fourth year	\$62,892.00

<b><u>2010</u></b>	<b>SALARY</b>
Recruit	\$42,504.00
First year patrolman	\$47,227.00
Second year patrolman	\$52,349.00
Third year patrolman	\$58,769.00
After completion of fourth year	\$65,250.00

The Borough shall pay the above salaries on a bi-weekly basis provided all full-time Borough employees are paid in the same manner.

Any patrolman hired after February 16, 1996, patrolmen and unit have agreed to a 10% reduction in salary for new hires.

Patrolman hired after January 1, 2007, will follow the 5 step salary guide as described above.

## **PATROLMAN/DETECTIVE**

A Patrolman shall receive the following per week while assigned to the Detective Bureau and working on a full-time basis. This payment will not be used in computing salary benefits.

2007	-	\$55.00
2008	-	\$60.00
2009	-	\$65.00
2010	-	\$70.00

## **OFFICER IN CHARGE**

When the Collingswood Police Platoon Sergeant is off duty due to personal holiday, vacation, illness, or approved absence, the Patrolman who is assigned by the Chief of Police or his designee, as officer in Charge, shall be paid at the rate of Sergeant. Also, when the officer assigned officer in Charge is required to stay on duty after his regular tour of duty, he will receive compensatory time or overtime pay, at the rate of time and one half (1-1/2).

## SHIFT DIFFERENTIAL

Commencing 2002 any patrolman and unit members who work between the hours of 3:00 p.m. to 7:00 a.m. shall be eligible for a shift differential as follows and increased as follows:

Commencing:

2007	-	4%
2008	-	4%
2009	-	4%
2010	-	4%

## **TUITION REIMBURSEMENT**

Any course related to law enforcement degree with a “C” average or better, the Borough would reimburse college **tuition only** for the year the class is completed. The Chief must approve all requests **prior** to attendance.

## **RANDOM DRUG TESTING**

All employees carrying a weapon will be randomly tested for drugs. Pursuant to the current guidelines established by the Attorney General of the State of New Jersey as of September 1998.

## **DEATH IN THE LINE OF DUTY**

If an officer dies in the line of duty caused by his duties as an officer, (i.e. vehicle pursuit, shot, etc.) the remaining spouse and dependents will be covered with medical benefits until his/her status in life changes (employment, remarried, etc.) These benefits will be available from the Borough of Collingswood for 3 years.

## **COMPENSATORY DAYS**

It is the intent and purpose of this provision to provide compensation for members of the Collingswood Police Officers Association regularly scheduled to work shifts in excess of Forty (40) hours per seven- (7) day period. This provision is applicable only to such members who work such a shift.

For those members who do not work such a shift for the full year, this provision shall be applied pro rata.

Compensatory days will be those days granted to a Patrolman in full time permanent service with the Borough who works a continuous 24-hour Swing Shift schedule.

Compensatory Days – 2007-2010      Fifteen (15) Full Days

Scheduling of compensatory days will be the responsibility of the Chief of Police and can be postponed at the Chief of Police's discretion.

Where in any calendar year the compensatory days are not used, such days may be carried forward into the next year only. However, these days also scheduled off will be determined by the Chief of Police.

This policy will not apply if patrolman continue to work a 12-hour shift.



**FULLY BARGAINED AGREEMENT**

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. During the term of this Agreement, neither party will 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, 2007 and shall remain in effect to and including December 31, 2010 without any re-opening date except under conditions on page 18. 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 and fifty (150) days nor no later than one hundred and twenty (120) days, prior to the expiration 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 Collingswood, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR THE COLLINGSWOOD F.O.P.  
F.O.P. LODGE 76\LABOR COUNCIL**

**FOR THE BOROUGH OF  
COLLINGSWOOD**

\_\_\_\_\_  
**Anthony Garbarino**

\_\_\_\_\_  
**M. James Maley, Jr., Mayor**

\_\_\_\_\_  
**Frank Lee**

\_\_\_\_\_  
**Alice Marks, Borough Clerk**

\_\_\_\_\_  
**Brad Boyer**