

**AGREEMENT BETWEEN**  
**THE BOROUGH OF COLLINGSWOOD**  
**AND**  
**COLLINGSWOOD POLICE OFFICERS ASSOCIATION/**  
**F.O.P. LODGE 76 & FOP/NJ LABOR COUNCIL**

**01-01-2016 to 12-31-2018**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016  
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 / FOP NJ 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 / FOP NJ 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/ FOP NJ Labor Council and its affiliates, collective negotiations with the C.P.O. A. \ FOP Lodge 76 & FOP/NJ 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

**Management Rights Continued:**

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 & FOP/NJ 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 & FOP/NJ 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 & FOP/NJ 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, FOP/NJ Labor Council in grievances with the Employer. The Collingswood Police Officers Association\F.O.P. Lodge 76 FOP NJ 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, FOP/NJ 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 FOP NJ Labor Council reasonable use of the Employers facilities and equipment for the purpose of conducting Collingswood Police Officers Association\F.O.P. Lodge 76 FOP NJ Labor Council business in reference to contract negotiations. The Collingswood Police Officers Association\F.O.P. Lodge 76 FOP NJ 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 FOP NJ 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 FOP NJ 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 Ten (10) 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 Ten (10) working 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 Ten (10) working 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 Ten (10) working 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 FOP NJ 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 Public Employment Relations Commission (PERC) to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the PERC.

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 FOP NJ 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 FOP NJ 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 FOP NJ 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.

## **ACCRUED LEAVE TIME EARNED, RECORDED & USED**

- A. This Article shall document the agreed method of recognizing the accrual of leave time and the practice of using said leave time.
- B. Employees of this bargaining unit who work a 12 hour schedule based upon a 2184 yearly hours worked shall accrue vacation, sick or compensatory time based on that 12 hour work day. Employees of this bargaining unit who work an 8 hour schedule based upon a 2080 yearly hours worked shall accrue vacation, sick or compensatory time based on that 8 hour work day. The above is the basis for the accrual of time; such actual time to be accrued is at the appropriate straight time, time and one half rate, or as otherwise stipulated in this agreement.
- C. All accruable leave time assigned or earned shall be converted to hours at the time appropriate rate of compensation (8, 10 or 12 hour schedule worked) and then banked as straight hours in the bank, not days.  
An example of this is if an employee works a normal 8 hour schedule and is required to work an additional 4 hours overtime on a day and the employee chooses to bank it as compensatory time, the 4 hours overtime shall be banked as 6 hours straight time. Any use of banked time will then be on an hour for hour basis.  
For time (days) accrued up to and including 12-31-2012, said "days" shall be multiplied by eight (8) hours, regardless of the shift an employee worked when accruing it.
- D. Members of this bargaining unit may utilize banked / accrued leave time (sick, vacation, compensatory or personal holidays) by following currently accepted departmental policy and procedure.
- E. Requests for leave time shall be reviewed and not unreasonably denied, and be as provided for in other sections of this Agreement or established Departmental Policy.
- F. The financial compensation upon retirement from service, including disability retirement, will be at the straight time rate of compensation for all hours that had accrued up to the time of said separation from service.

## 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.

For Employees hired on or before 07-01-2012, sick leave shall be granted as per the following schedule:

6 months through 2 years employment .....	25 days sick leave
3 years through 4 years employment .....	50 days sick leave
5 years through 6 years employment .....	75 days sick leave
7 years through 8 years employment .....	100 days sick leave
9 years through 10 years employment .....	120 days sick leave
11 years through 12 years employment .....	150 days sick leave
13 years through 14 years employment .....	170 days sick leave
15 years through 16 years employment .....	195 days sick leave
17 years through 19 years employment .....	220 days sick leave
20 years through 22 years employment .....	240 days sick leave
23 years through 25 years of employment .....	265 days sick leave
After employed for 25 years of employment...	290 days sick leave

FOR EMPLOYEES HIRED AFTER 07-01-2012, sick leave shall be granted as per the following schedule:

6 months through 2 years employment .....	<u>20</u> days sick leave
3 years through 4 years employment ....	<u>25</u> days sick leave
5 years through 6 years employment .....	<u>30</u> days sick leave
7 years through 8 years employment ....	<u>35</u> days sick leave
9 years through 10 years employment .....	<u>40</u> days sick leave
11 years through 12 years employment ....	<u>50</u> days sick leave
13 years through 14 years employment ....	<u>75</u> days sick leave
15 years through 16 years employment ....	<u>100</u> days sick leave
17 years through 19 years employment ...	<u>120</u> days sick leave
20 years through 22 years employment ....	<u>140</u> days sick leave
23 years through 25 years of employment...	<u>160</u> days sick leave
After employed for 25 years .....	<u>175</u> days sick leave

## **SICK LEAVE SELL BACK**

A. Accrual: Sick leave shall only be accruable at the rate of eight (8) days per year, exclusive of days sold back to the Borough. The first eight (8) days of each of the above-mentioned sick leave periods, which are not be used or sold back to the Borough, shall accumulate from year to year to a maximum of \$15,000. Employees that have over \$15,000 of accrued sick time shall be capped at their accrual amount as January 1, 2016, and shall not be able to accrue additional sick time beyond said amount.

B. Yearly Sell Back: Employees who maintain fifteen (15) days of banked sick leave (within a calendar year) may, at the employee's option, sell, at their individual rate of pay eight (8) sick days back to the Borough. However, the number of days that may be sold back to the Borough shall be reduced by the number of sick days taken by the employee in the calendar year. For example, an employee, who is out sick four days during the calendar year shall only be able to sell back four days of sick time.

C. Sell Back for Accrued Bank Time: Any officer may sell back accrued sick time up to \$10,000. Officers with over \$15,000 who sell back time in their accrued bank shall have their bank reduced by the amount sold back without the ability to re-accrue up to their previous cap. For example, an officer has \$35,000 of accrued time and sells back \$10,000, their new accrual sick bank cap becomes \$25,000. If an officer falls under \$15,000 they may accrue up to the \$15,000 max.

## **Other Sick Time Provisions**

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 retirement from the services from the Borough of Collingswood; he may receive one hundred percent (100%) of his accumulated sick leave as additional severance pay. For employees hired after 07-01-2012, maximum sick time cash value "payout" upon eligible PFRS retirement is \$20,000.00.

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.

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## PERSONAL HOLIDAYS

Each employee hired prior to December 31, 2015 shall be entitled to sixteen (16) paid personal holidays per year, to be credited to him on January 1st of each year. Employees hired after December 31, 2015 shall receive thirteen (13) personal holidays with the ability to receive one (1) day every five (5) years not to exceed sixteen (16) days.

- 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 two health insurance plans, an HMO and a PPO. The Borough shall provide members hired before July 1, 2012 with the option of enrolling in an HMO or PPO Plan for the member and his/her spouse and dependents, and the member shall only be responsible for the premium contribution cost required by Chapter 78, PL 2011. Any Patrolman hired after July 01-2012 will be entitled to enroll in the HMO plan for the employee only until they complete three years of service. (Subject to Chapter 78, PL. 2011 premium contributions.) The benefits provided shall be equal to or greater in coverage in all areas as the current levels of benefits.

Employee hired by the Borough after 07-01-2012 will, for a period of three years, automatically be enrolled in the "HMO" medical plan offered by the Borough for the employee only. The employee may at, any time, opt to enroll in the "PPO" plan by paying the cost difference between the plans.

At the completion of three years of service, the spouse and eligible dependents shall be added to the plan chosen by the employee with any additional "out of pocket" costs, as required by law.

Any retirement benefits are subject to the chapter 78 contributions or as required by Federal or State law.

Additionally, the Borough shall provide dental insurance to all employees.

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 present medical carrier and benefit level will remain without change or costs for the employee, except as required by Federal or State law. The employees shall continue to receive the same level of benefits if any changes are made to the current Health Benefits Program and it is mutually accepted by both parties at that time.

The Borough of Collingswood may enter into a medical and prescription plan that includes higher co-pays at any time during the term of this agreement. If, however, the co-pays are higher than the amounts contained herein, the Borough is require to reimburse the employee the difference between the amount negotiated with the officers and the medical/prescription co-pays on a quarterly basis. Officer must provide any and all request for reimbursement on a quarterly basis in order to receive the reimbursement payment, which must include a copy of the prescription or medical receipt. If an Officer fails to provide the Borough with a request for reimbursement within 4 months of the treatment or receipt of the prescriptions, he/she shall forfeit his/her right for reimbursement.

### **RETIREMENT AND RETIREE HEALTH CARE**

When a Patrolman retires with twenty-five (25) years of creditable service in State PFRS, and a minimum of fifteen (15) years with the Borough, the employee will be entitled to paid health & dental benefits in accordance with the law 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 (25) years of credited service in State PFRS, and a minimum of fifteen (15) years with the Borough, 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.

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**LONGEVITY**

Full-time permanent Patrolmen hired on or before December 31, 2015 shall receive Longevity Pay as per the following schedule:

Less than 3 years of service		\$500.00
3 years of service		\$1,000.00
5 years of service	-	5.50% (of annual salary)
8 years of service	-	8.00% (of annual salary)
12 years of service	-	9.00% (of annual salary)
15 years of service	-	9.25% (of annual salary)
20 years of service	-	9.50% (of annual salary)

Full-time permanent Patrolmen hired after December 31, 2015 shall not be entitled to or eligible for longevity, with the exception of the next two hires, one of which will start on or about April 2016. The two individuals hired after December 31, 2015 will be eligible for longevity after three (3) years of service at \$500. After five (5) years of service they shall join the longevity guide as set forth for all other patrol officers.

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:

2016	-	\$100.00
2017	-	\$100.00
2018	-	\$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 & OFF DUTY OVERTIME**

### **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.

### **OFF-DUTY OVERTIME:**

The Borough agrees to, via whatever appropriate political process necessary, increase the hourly "Off-Duty Overtime" rate of pay to \$75.00 per hour. This change shall take place as soon after this agreement is executed and implemented as is practicable. Work details with the Collingswood Board of Education and at the Heights of Collingswood will remain at the previous rate, \$50.00 per hour. Employees shall not be permitted to utilize any sick time to work an Off-Duty job.

## **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 (1&1/2), 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**

If a member of this bargaining unit is laid-off from employment with the Borough of Collingswood, he/she shall be entitled to receive any and all accrued time, on a non prorated basis, per this Agreement (to include sick, vacation, personal holiday and compensatory). The Borough will attempt to assist police officers in obtaining a position with another agency and it will not challenge a claim for unemployment compensation in the event of a layoff.

A. 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.

B. 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:

**CURRENT EMPLOYEES SHALL FOLLOW THE FOLLOWING SALARY SCHEDULE**

<b>2016</b>	-	<b>Increase Salary Guide 2.00% + \$1100</b>
<b>2017</b>	-	<b>Increase Salary Guide 2.00%</b>
<b>2018</b>	-	<b>Increase Salary Guide 2.00%</b>

<b><u>(2016 Paid retroactively)</u></b>	<b><u>Hired prior to 2-16-96</u></b>	<b><u>Hired after 2/16/96</u></b>
2016	\$79,972.52	\$72,086.90
2017	\$81,571.97	\$73,528.64
2018	\$83,203.41	\$74,999.21

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**Officers hired after 07-01-2012 shall follow the following salary guide for 2012 then increase according to the above 2016, 2017 & 2018 percentage guide represented below:**

**2016 - Increase Salary Guide 2.00%**  
**2017 - Increase Salary Guide 2.00%**  
**2018 - Increase Salary Guide 2.00%**

\*\*\*\*\*

<b><u>2016</u></b>		<b><u>2017</u></b>	
Recruit	\$40,757.60	Recruit	\$41,572.75
First year patrolman	\$47,028.56	First year patrolman	\$47,969.13
Second year patrolman	\$53,298.50	Second year patrolman	\$54,364.47
Third year patrolman	\$59,515.40	Third year patrolman	\$60,705.71
Fourth year patrolman	\$65,840.42	Fourth year patrolman	\$67,157.23
Fifth year patrolman	\$72,086.90	Fifth year patrolman	\$73,528.64
<b><u>2018</u></b>			
Recruit	\$42,404.21		
First year patrolman	\$48,928.51		
Second year patrolman	\$55,451.76		
Third year patrolman	\$61,919.82		
Fourth year patrolman	\$68,500.37		
Fifth year patrolman	\$74,999.21		

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

## **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.

2016 - \$70.00

2017 - \$70.00

2018 - \$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).

## **FIELD TRAINING OFFICER**

Employees who perform the duties of Field Training Officers for three (3) non-continuous months in a year shall receive \$400 a year, to be paid January of the following year.

## **SHIFT DIFFERENTIAL**

Commencing upon the execution and implementation of this agreement, any patrolman and unit members who works between the hours of 7:00 p.m. to 7:00 a.m. shall be eligible for a shift differential as follows and increased as follows:

Commencing:

01-01-2016 - 4.50%

01-01-2017 - 4.50%

01-01-2018 - 4.50%

## **WORK HOURS**

The Borough will not change the current employment work schedule and it will remain the same during the term of this agreement. In the event that the Borough wishes to change the current work schedule, it can only do so by mutual agreement with the Collingswood Police Officers Association. The Borough agrees that the work schedule is a fully negotiable term of employment.

## **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. "Status in life change" means a spouse remarries, a spouse becomes eligible for health insurance through their employer, Medicare or Medicaid, or when children reach 18 years of age unless they are in college until 23.

## **AGENCY SHOP**

This article establishes an agency shop provision establishing the FOP-NJLC / Collingswood Police Officers Association as the sole representative.

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty days thereafter, any new permanent employee who does not join within thirty days of initial employment within the unit, and any permanent employee previously who does not join within ten days of reentry into the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise the certification of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains a majority representative of the employees in the unit.

Section 2. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney fees) in any matter resulting from action taken by the Employer at the request of the Union under this Agreement

Section 3. The Union agrees to maintain a demand and return procedure on file with the Employer relative to this Article.

### **DISCIPLINE**

Section 1. All discipline shall in compliance with existing departmental policies and in compliance with the State of New Jersey Attorney General's Guideline established for Internal Affairs Investigations and Discipline procedures.

Section 2. The appeal process for any violation of department rules, regulations or policies that if found guilty and would entail a fine, or penalty of up to and including the equal amount of money or suspension time of up to five work days values shall be appealable through the grievance and arbitration process. The appeal of discipline of fines or suspension of an amount six (6) working days or greater shall be appealable through the appropriate courts of jurisdiction.

## **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, 2016 and shall remain in effect to and including December 31, 2018 without any re-opening date except under conditions agreed upon by both parties. 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.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Collingswood, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

  
\_\_\_\_\_  
**John Kline**

  
\_\_\_\_\_  
**William Lyons**

**FOR THE BOROUGH OF  
COLLINGSWOOD**

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

  
\_\_\_\_\_  
**K. Holly Manhel, Borough Clerk**