ADDENDUM TO THE COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE BOROUGH OF COLLINGSWOOD AND THE SUPERIOR OFFICERS OF COLLINGSWOOD

WHEREAS, the Borough of Collingswood and the Superior Officers of Collingswood represented by NJFOP Labor Council, Inc. (hereinafter "Superior Officers") entered into collective negotiations before the expiration of the Collective Negotiations Agreement; and

WHEREAS, during said negotiations, the Borough of Collingswood concluded cuts were necessary in order to remain under the two percent mandatory cap; and

WHEREAS, the Borough approached the Superior Officers, among other groups, to discuss and negotiate possible concessions in order to avoid demotions and layoffs within the police department; and

WHEREAS, the Borough and Superior Officers entered into lengthy discussions for the purposes of avoiding demotions and layoffs; and

WHEREAS, on May 9, 2011, the Borough and the Superior Officers reached an agreement, which agreement is set forth herein as an addendum to the Collective Negotiations Agreement.

THEREFORE, the Borough and the Superior Officers hereby agree to the following negotiated terms, modifications, and changes:

- This Agreement extends the Collective Negotiations Agreement between the Borough of Collingswood and the Superior Officers of Collingswood for the period of January 1, 2011 through June 30, 2012. The parties agree that at midnight on June 30, 2012 the terms of this addendum shall expire, and that the terms of the Agreement dated May 2, 2007 shall be reinstated unless the Borough and the Superior Officers of Collingwood negotiate changes to said agreement.
- 2. The negotiated terms in this Addendum shall expire prospectively and on a prorata basis if the Borough implements any demotion or layoff of members in the Superior Officers union from the date of execution of this Addendum to its expiration on June 30, 2012 at midnight. If the Borough implements any demotion or layoff during the duration of this Addendum, the Borough agrees to prospectively and on a pro-rata basis reinstitute the terms and conditions of employment set forth in the May 2, 2007 Agreement. The parties agree that this Addendum shall become null and void if any demotion and/or layoff occur in this union. The Addendum shall not become null and void if a reduction-in-force is caused by attrition as a result of retirement, voluntary separation or disciplinary termination.



GRIEVANCE PROCEDURE, Step 6, Paragraph A 2 shall read:

The party demanding mediation/arbitration shall request the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the Public Employment Relations Commission.

PERSONAL HOLIDAYS, Paragraph D shall read:

D. 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 eight (8) days, are not used, the Superior Officer shall receive a personal holiday compensation check totaling one days pay for each holiday not taken.

UNIFORM ALLOWANCE, first paragraph shall read:

A Uniform Allowance for the replacement and maintenance of clothing shall be paid to all full-time Superior Officers represented herein. This allowance will be paid directly to each Officer in a separate check on or about May 1 so that he may purchase and maintain clothing as needed, as per the following:

| January 1, 2011 to Dece | ember 31, 2011 | - | \$1,250.00 |
|-------------------------|----------------|---|------------|
| January 1, 2012 to June | 30, 2012 | - | \$625.00 |

5. ON CALL TIME FOR DETECTIVES-entire section shall read:

Detectives shall receive \$90.00 for on-call time for the weeks in which the detective is actually assigned or scheduled to be on-call.

SALARIES-entire section shall read:

It is acknowledged by and between the parties that the regular salary for sergeants and lieutenants during the term of this addendum shall be increased by zero percent (0%). This results in the following salaries to be paid:

| | Sergeants | Lieutenants |
|------------------------|----------------------------------------|----------------------------------------|
| 1/1/2011 to 12/31/2011 | \$80,679.00 | \$88,748.00 |
| 1/2/2012 to 6/30/2012 | \$80,679.00 (prorated for 6 months) | \$88,748.00 (prorated for 6 months) |

In no event will the sergeant's base salary be less than ten percent (10%) of the highest paid Patrolman's base salary

In no event will the lieutenant's base salary be less than ten percent (10%) of the highest paid Sergeant's base salary.



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

SHIFT DIFFERENTIAL, entire section shall read:

Superior Officers who work between the hours of 7:00 pm to 7:00 am will be eligible for a shift differential for the hours worked during that time frame as follows:

January 1, 2011 to June 30, 2012 3.5%

8. NEW PARAGRAPH-OUTSIDE EMPLOYMENT

The Borough of Collingswood participates in off-duty outside employment for its police officers in accordance with New Jersey Law. All off-duty outside employment shall be administered by the Chief of Police.

It is understood that this Addendum is contingent upon acceptance and ratification by the Commissioners of the Borough of Collingswood and by the Superior Officers and the Patrolmen.

Mayor M. James Maley, Jr.

Dated:

Dated:

Dated:

Signed and witnessed this date of June 674 2011

_Mayor

_Borough Administrator

K. Willy Manuel Municipal Clerk

FOP Collingswood Superior Officers