

**AGREEMENT BETWEEN**  
**THE BOROUGH OF COLLINGSWOOD**  
**AND**  
**THE SUPERIOR OFFICERS OF COLLINGSWOOD**  
**January 1, 2019 to December 31, 2021**

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## **ARTICLE I-PREAMBLE**

This Agreement, entered into this 12<sup>th</sup> day of November, 2019 by and between the Borough of Collingswood, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer and the Superior Officers, hereinafter referred to as the Employees has as its purpose the promotion of harmonious relations between the Borough and the Employees, 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.

## **ARTICLE II-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 hereunder shall be deemed to be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be 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 provisions of this contract modify existing Local Laws.

## **ARTICLE III-EMPLOYEE RIGHTS**

The Employer and the Employees hereby 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, participation or lack of participation in any fraternal organization or its affiliates, collective negotiations with the fraternal organization, or his institution or lack of institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

A. A Superior Officer shall have the right to inspect his Personal File at reasonable times provided his request is made twenty-four (24) hours in advance and his immediate Superior 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 Superior Officer's Personal File, a copy of same shall be available to the Officer within forty-eight (48) hours and the Officer's written response shall be placed in his Personal File.

### **ARTICLE IV-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 the activities of its employees by utilizing personnel, methods and means in 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 Departments.

8. The Chief of police or his designee shall post a work schedule based on a twenty- (20) day work period.

In 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 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.

### **ARTICLE V-RECOGNITION**

The Borough of Collingswood hereby recognizes the Superior Officers / NJ FOP Labor Council, Inc., as the exclusive majority representative for all permanent Superior Officers employed by the Borough Police Department within the meaning of the New Jersey Employer/Employee Relations Act N.J.S. 34:13A-1.1.

### **ARTICLE VI-EQUAL TREATMENT**

The Borough and the Superior Officers agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

### **ARTICLE VII-GRIEVANCE PROCEDURE**

#### **PURPOSE:**

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 Superior 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 Superior Officers 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 Thirty (30) 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 Thirty (30) working days should be deemed to constitute an abandonment of the grievance.

The immediate supervisor shall render a written decision within Fifteen (15) 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 fifteen (15) calendar days following the determination of Step One. The Chief of Police shall render a written decision within Fifteen (15) calendar 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 Borough Administrator within fifteen (15) calendar days following the determination of Step Two. The Borough Administrator shall render a written decision within Fifteen (15) calendar 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 shall, in writing and signed, file the grievance with the Commissioner of the Police Department within fifteen (15) calendar days following the determination of Step Three. The Commissioner of the Police Department shall render a written decision within Fifteen (15) calendar days after the receipt of the grievance.

**Step Five:** In the event the grievance has not been resolved in or at Step Four, the employee or employees shall, in writing and signed, file the grievance with the Board of Commissioners within fifteen (15) calendar days following the determination of Step Four.

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

**Step Six:** In the event the grievance has not been resolved in or at Step Five, the matter may be referred to the arbitration process as hereinafter provided:

A. In the event that the Employer or the Employees desire to submit a grievance to the Arbitration process, the following procedure shall be followed:

1. The party demanding mediation/arbitration shall serve written notice of its intent on the other party (ies) within fifteen (15) calendar days following receipt of the Borough Commissioners' determination.

2. 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.

3. The cost of the service of the arbitrator shall be borne equally by the Employer and the Superior Officers. Any other cost incurred shall be the responsibility of 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 Superior Officers.

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.

## **ARTICLE VIII-ACCRUED LEAVE TIME EARNED** **RECORDED AND USAGE**

**Section 1.** This Article is the method of recognizing the accrual leave time and the method and utilize such leave.

**Section 2.** Employees of this Unit who work a 12 hour schedule based on a 2184 work hours per year shall accrue vacation, sick, or compensatory time based on that 12 hour work day.

Employees of this Unit who work a 8 hour day based on a 2080 work hours per year shall accrue vacation, sick, or compensatory time based on that 8 hours work day.

The above is basis for 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.

**Section 3.** All leave time shall be converted to hours for record keeping purposes.

An example of this is if an employee works on a normal 8 hours schedule and is required to work an additional 4 hours a day if the employee chooses to have it and by the use of compensatory time will be banked as six hours of straight time. Any use of banked time will then be at an hour for hour basis.

For time accrued before December 31, 2012, that time shall be multiplied by eight (8) hours regardless of the shift an employee worked when accruing said time.

**Section 4.** Employees in this unit may utilize banked/accrued leave time by following department policy for the utilization process be it sick, vacation, compensatory or personal holidays.

Requests for leave time possible limitations or requests which shall be reviewed and shall not be unreasonably denied, and be as provided for in other sections of this Agreement or established Departmental Policy.

**Section 6.** The financial compensation upon retirement, including disability retirement, from service will be at the straight time rate of compensation for all hours that had accrued at the time of separation of service.



## ARTICLE IX - VACATION

The following annual vacation leave with pay shall be granted each calendar year to those Superior Officers in full-time permanent service with the Borough.

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

Commencing with the second (2) year through the fourth (4) year inclusive, eleven (11) days vacation.

Commencing with the fifth (5) year through the Sixth (6) year inclusive, twelve (12) days vacation.

Commencing with the seventh (7) year through the eighth (8) year inclusive, thirteen (13) days vacation.

Commencing with the ninth (9) year through the tenth (10) year inclusive, fourteen (14) days vacation.

Commencing with the eleventh (11) year through the twelfth year (12) inclusive, fifteen (15) days vacation.

Commencing with the thirteenth (13) year through the fourteenth (14) year inclusive, sixteen (16) days vacation.

Commencing with the fifteenth (15) year through the twentieth (20) year inclusive, twenty (20) days vacation.

After the completion of twenty (20) years of service, Two (2) additional days of vacation each year shall be granted up to a maximum of 30 days.

- 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.
- 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 Superior Officer, 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 Superior Officer for any expenditures 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 Superior Officers still have accumulated vacation time that will be lost, the employee has the right to carry forward into the next succeeding year

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

E. Vacation time accumulated will be pro-rated for the current year and paid to any Superior Officer retiring, or resigning, and will be part of his/her 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.

G. Should an employee's shift change from an eight (8) hour to a twelve (12) hour shift or vice versa, the employees vacation will be adjusted on a prorated basis to coordinate with the shift he/she is transferred.

### **ARTICLE X-SICK LEAVE WITH PAY**

A. Sick leave is hereby defined as the absence of any Superior Officer from duty because of personal illness or FMLA illness, which prevents his doing the usual duties of his/her position.

B. Any Superior Officer who is absent for reasons that entitle him/her to sick leave shall notify their superior promptly, but no later than two (2) hours before his usual starting time, except in cases of extreme emergency, where the employee is unable to do so.

C. 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.

D. Employees hired before July 1, 2012 shall be granted sick leave as per the following schedule. The concept of a "day for a day", set forth above in the Accrued Leave Time Earned Recorded and Usage, shall be utilized for sick time.

3 years through 4 years employment .....	15 days sick leave
5 years through 6 years employment .....	23 days sick leave
7 years through 8 years employment .....	30 days sick leave
9 years through 10 years employment .....	36 days sick leave
11 years through 12 years employment .....	45 days sick leave
13 years through 14 years employment .....	51 days sick leave
15 years through 16 years employment .....	59 days sick leave
17 years through 19 years employment .....	66 days sick leave
20 years through 22 years employment .....	72 days sick leave
23 years through 25 years employment.....	80 days sick leave
After employed for 25 years .....	87 days sick leave

E. Employees hired after December 31, 2012<sup>1</sup> shall be granted sick leave as per the following schedule. The concept of a “day for a day”, set forth above in the Accrued Leave Time Earned Recorded and Usage, shall be utilized for sick time.

6 months through 2 years employment .....	15 days sick leave
3 years through 4 years employment ....	15 days sick leave
5 years through 6 years employment .....	15 days sick leave
7 years through 8 years employment ....	15 days sick leave
9 years through 10 years employment .....	15 days sick leave
11 years through 12 years employment ....	15 days sick leave
13 years through 14 years employment ....	23 days sick leave
15 years through 16 years employment ....	30 days sick leave
17 years through 19 years employment ...	36 days sick leave
20 years through 22 years employment ....	42 days sick leave
23 years through 25 years of employment...	48 days sick leave
After employed for 25 years .....	53 days sick leave

F. Should an employee’s shift change from an eight (8) hour to a twelve (12) hour shift or vice versa, the employees sick time will be adjusted on a prorated basis to coordinate with the shift he/she is transferred.

G. Any sick time taken shall first be charged against the accruable sick days for that year. Provided that none of the sick leave is used the accruable sick days for the sick leave periods, or so many of them as shall not be used, shall accumulate from year to year.

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

I. If any Superior Officer is absent for three (3) consecutive days, the Borough shall 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.

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

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

L. The parties agree that all accumulated sick days up to December 31, 2012 shall be totaled and multiplied by eight (8) hours. At retirement, employee hired before December 31, 2012 shall receive this totaled amount of accrued time, plus any additional time accrued after December 31, 2012, which shall be tracked by the Borough by hours in accordance with the day is a day concept, subject to the monetary caps below.

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<sup>1</sup> Any and all references to “hired after” a certain date shall mean hired into the Police Department as a full time Police Officer.

M. The sick time bank dollar value as of January 1, 2013 will be the cap that total amount if it is in excess of \$15,000 for each employee; if not in excess of \$15,000 then the bank is capped at \$15,000 in value. Superior officers hired after 7/1/2012 shall be capped at accruing sick leave at \$15,000.

Any officer promoted into a position covered under this Agreement after January 1, 2013, who accrued over \$15,000 as a police officer before the promotion shall be capped at the amount he/she accrued before the promotion. If the promoted officer accrued less than \$15,000 at the promotion, he/she will be permitted to accumulate sick time up to \$15,000.

N. All employees may continue to earn and accrue sick leave but it will have no cash value once the Cap amount is reached. Sick leave usage is from newest day earned and shall not affect the Cap amount unless the actual usage will bring the dollar value below the established or earned Cap.

O. Yearly Sick Leave 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,

Up to and including 23 years of service with the Borough	8 days,
24 year and up of service with the Borough	10 days

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 time. Days sold back shall not be part of the accrued sick leave Cap bank, and are not in addition to the ten (10) days the employees are permitted to accrue as set forth above in paragraph G. Said "sold" days for a given year shall be paid in a separate payroll check in the first payroll period of the following year. (i.e. pay in January of given year for the previous year). Any portion of the days not sold back shall accumulate from year to year to a maximum of \$15,000, except as provided in Paragraph N and Q. Employees hired after May 21, 2010 are not eligible for annual sell back of sick leave pursuant to N.J.S.A. 40A:9-10.4.

P. 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 sells back \$10,000. Their new accrual sick bank cap becomes \$25,000. If an officer falls under \$15,000 may re-accrue up to the \$15,000 max.

## ARTICLE XI-PERSONAL HOLIDAYS

Superior Officers hired prior to January 1, 2016 shall be entitled to sixteen (16) paid Personal Holidays per year, to be credited to him/her on January 1st of each year. Superior officers hired on or after January 1, 2016 shall be entitled to thirteen (13) paid Personal Holidays per year, with the ability to receive one (1) day every five years, not to exceed a total of sixteen (16) days, to be credited to him on January 1st of each year. The day for a day concept also applies to Personal Holidays.

A. 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.

B. 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.

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

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 five (5), is not used, the Superior Officer shall receive a holiday compensation check totaling one days pay for each holiday not taken.

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

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

G. Any Superior Officer 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.

## ARTICLE XII-INSURANCE

The Borough shall provide health/dental insurance benefits for all full-time Superior Officer and their dependents, subject to P.L. 2011, Chapter 78 premium contributions.

Any superior officer hired after July 1, 2012 shall be entitled to enroll in the Tiered Network plan for the employee only until he/she has been employed with the Borough for three years, then the employee is eligible to enroll his/her dependents. If the employee wishes to enroll in the PPO plan, the employee must pay the premium difference between the Tiered Network Plan and the PPO plan. The Superior Officer shall be required to contribute to the health care premium in accordance with Chapter 78, P.L. 2011.

The benefits provided shall be equal to or greater in coverage in all areas as the current levels of benefits.

### **ARTICLE XIII-RETIREMENT AND RETIREE HEALTH CARE**

Retired employees (Superior Officers) hired before July 1, 2012 with twenty five (25) years of creditable service in the State PFRS will be entitled to health and dental plan benefits for the retiree, spouse and eligible children for the life of the retiree, subject to P.L. 2011, Chapter 78 premium contributions.

Retired employees (Superior Officers) hired after July 1, 2012 with twenty five (25) years of creditable service in the State PFRS and twenty (20) years of service with the Borough will be entitled to health and dental plan benefits for the retiree, spouse and eligible children for the life of the retiree, subject to P.L. 2011, Chapter 78 premium contributions..

The coverage and carrier will be the same as active employees. A Superior Officer who is on a state approved disability retirement as found by the PFRS shall be covered by the provisions of Chapter 88:PL 1974. All Superior Officers, who retire and give proper notification (Two Weeks) 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.

Death in the line of duty:

If an employee is killed in the line of duty, that employee's spouse and dependents shall receive lifetime health benefits until their status of life changes. "Status of 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.

The Borough of Collingswood may choose to change to the another carrier in the future that is substantially similar. 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.

#### Reimbursement Plan

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.

## **ARTICLE XV-COMMUNICABLE DISEASES**

Any officer who shall suffer from a communicable disease shall be treated with a rebuttal 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.

## **ARTICLE XVI-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.

## **ARTICLE XVII-LEGAL AID**

A. In Civil Actions, the Borough agrees to defend and to satisfy any judgment, which may be rendered against any Superior Officer 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 Superior Officers in action or legal proceedings arising out of or incidental to the performance of his duties.

## **ARTICLE XVIII-UNIFORM ALLOWANCE**

An annual 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 1st of each year so that he may purchase and maintain clothing as needed, as per the following:

For current employees:

\$1650.00 per year

For employees hired after July 1, 2012:

For length of contract a flat \$800.00

A. All Superior Officers 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. Superior Officers 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 new uniform change, for the entire Department is implemented by the Chief of Police or Borough Commissioners, the initial cost for the first issue shall be borne

by the Borough, with no deduction to the Superior Officers uniform allowance benefit. This shall apply to the first issue of these items only.

D. The Borough shall establish 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 to items other than uniforms, may apply 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.

F. **Uniforms and Equipment:**

Following is a list of the required Uniforms and Equipment supplied by the Collingswood Police Department:

**EQUIPMENT:**

1. Weapon
2. Holster
3. Magazine Pouch
4. Police Identification Card
5. 1 set of "CP" "NJ" collar insignias
6. 1 Breast Badge
7. 1 Hat Badge
8. Portable Radio and Accessories
9. Plain Black Mourning Band

**UNIFORMS:**

1. 2 Class A Dress Shirts – Long Sleeve
2. 2 Class A Dress Pants
3. 2 Short Sleeve Shirts
4. 1 Black Clip On Ties
5. 1 Uniform Hat (Crushed Cap – Black?)
6. 1 Name Plate
7. 1 Department Patch for each shirt and jacket.
8. 1 Hi Visibility Traffic Safety Vest

**PROMOTION EQUIPMENT/UNIFORM LIST:**

1. 1 Set Collars Insignias
2. Sewing or Embroidering work to existing uniforms denoting rank.
3. 1 Breast Badge
4. 1 Hat Badge
5. 1 Name Plate
6. 1 Gold Hat Band



The aforementioned items will be disseminated to all new hires and if the Police Department changes uniforms, they will be supplied at the Borough's expense.

### ARTICLE XIX-LONGEVITY

1. Longevity pay will be issued to those Superior Officers in full-time permanent service with the Borough with Five (5) or more years of continuous service and hired prior to January 1, 1999, as per the following schedule:

5 Years of Service	2% of base salary
8 Years of Service	5% of base salary
12 Yrs of Service	8.25% of base salary
15 Yrs of Service	8.75% of base salary
20 Yrs of Service	9.50% of base salary
24 Yrs of Service and up.	9.75% of base salary

In computing Longevity the effective date shall be the date of hire upon completion of the Fifth (5) year of service. Longevity calculations will be made and become part of the Superior Officers annual salary.

According to the MOA dated 10/2/17; Sergeants Kline and Lyons will follow the longevity guide for employees hired prior to 1/1/99.

2. Longevity Pay will be issued to those Superior Officers hired after 1/1/99 but before January 1, 2016 in full-time permanent service with the Borough as per the following schedule:

1-5 years	\$1,750.00
6-10 years	\$2,250.00
11-15 years	\$2,750.00
16-20 years	\$3,250.00

20 –25 years \$3,750.00

26 Yrs. & Up \$4,250.00

3. Superior Officers hired on or after January 1, 2016 shall not receive any longevity, except for the next two hires, Collin Steward and Connor Collins. Only these two next hires after January 1, 2016 are eligible for longevity starting after three (3) years of service with the Borough at \$500. After five years of service with the Borough only the two hires shall join the longevity guide in paragraph 2.

### **ARTICLE XX-COURT TIME**

A Superior Officer shall be granted 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, at the rate of time and one half (1 ½) for any time in excess of two (2) hours spent in the aforementioned court appearances.

2019 to 2021 \$100.00

A. In the event the Superior Officer 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, 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.

### **ARTICLE XXI-BEREAVEMENT LEAVE**

In the event of a death in the Superior Officer's immediate family, the Superior Officer 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 Superior Officer's mother, father, spouse, betrothed, children or dependents, brother, sister, mother-in-law and father-in-law, or any permanent resident of the household.

B. Five (5) days off in the event of death of the Superior Officers Step-Brother, Step-Sister, Step Mother or Step Father.

C. Three (3) days off without loss of pay in the event of death of the Superior Officer's Step-Brother, Step-Sister, Grandmother, Grandfather, Grandchildren, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law.

D. One (1) day off without loss of pay in the event of the death of the Superior Officer's Aunt, Uncle, or relative by blood or affinity to the third degree.

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

F. When any such death leave is requested by a Superior Officer, 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.

G. Bereavement Leave is not intended to provide additional personal days off, but is to be used during the period immediately following the death of a family member in accordance with the Officer's schedule.

### **ARTICLE XXII-OVERTIME/COMPENSATORY TIME**

Overtime is defined as any time worked over and above the employee's regular work schedule of the Department. Eight (8) hour shift employees shall receive overtime after working eight hours a day. Twelve (12) hour shift employees shall receive overtime after working twelve (12) hours a day.

Overtime shall be paid monetarily or by compensatory time at the rate of time and one half (1 1/2) up to a maximum of Four Hundred and Eighty (480) hours. Overtime will be paid monetarily if it accrues over 480 hours.

Off Duty Overtime: Employees shall not be permitted to utilize any sick time to work an Off-Duty job.

### **ARTICLE XXIII-CALL IN TIME**

Any Superior officer 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 compensatory time even though he may work less than Two (2) hours.

All Superior officers shall receive \$900 annually in consideration of their incidental responses to texts, emails, or telephone calls during off duty hours. To be paid in a separate check on the first payday after December 1<sup>st</sup> of each year.

### **ARTICLE XXIV-ON CALL TIME FOR DETECTIVES**

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

## **ARTICLE XXV-WORKMEN COMPENSATION**

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

A. The Superior Officer 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 causal relationship between the employment and the injury or illness, the Superior Officer 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 Superior Officers sick leave accumulation, provided the Superior Officer 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, as defined above, the Superior Officer 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 Superior Officers sick leave accumulation.

## **ARTICLE XXVI-LAY OFF AND DISCHARGE**

A. If a Superior Officer is laid off from employment with the Borough of Collingswood, he/she shall be entitled to receive any and all accrued time per this Agreement. 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.

B. If a Superior Officer is discharged for cause, the Board of Commissioners shall determine whether or not he is to be paid for any earned, accumulated Vacation Time and Personal Holidays, depending upon the circumstances of his dismissal.

## **ARTICLE XXVII-RESIGNATION**

If a Superior Officer 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 of Commissioners shall determine whether or not he is paid for same.

## **ARTICLE XXVIII-SALARIES**

It is acknowledged by and between the parties that the starting salary for Sergeants shall be \$88,000 effective January 1, 2019. Salaries for current Sergeants shall be increased to \$89,000 as of May 1, 2019. For all Sergeants above \$89,000 as of January 1, 2019, they shall receive a 2% base salary increase effective on January 1, 2019.

Effective January 1, 2020, each Sergeant shall receive a 2% base salary increase.  
Effective January 1, 2021, each Sergeant shall receive a 2% base salary increase.

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

## **ARTICLE XXX-SHIFT DIFFERENTIAL**

Superiors who work between the hours of 07:00 P.M. to 7:00 A.M. shall receive shift differential for the hours worked during that time frame as follows:

For Jan. through December 2019-2021      4.5%

## **ARTICLE XXXI-TUITION REIMBURSEMENT**

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

## **ARTICLE XXXII-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.

## **ARTICLE XXXIII-HOURS OF WORK**

The parties agree that the Borough will not change the current employment work schedule and that it will remain the same during the term of this contract. In the event the Borough wishes to change the current work schedules, it can only do so by mutual agreement with the Superior Officers Association.

## **ARTICLE XXXIV-UNION DUES**

**Section 1.** Subject to the provisions of N.J.S.A. 52:15-15.9e, upon the written authorization by an employee in the bargaining unit represented by the FOP, the Borough agrees to deduct from the salary of each such employee the sum certified by the FOP as dues and forward that sum to the FOP Treasurer and/or any other duly authorized officer designated by the FOP.

**Section 2.** Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to FOP and a copy to the Borough, and in accordance with the provisions of N.J.S.A. 52:14-15.9e, as may be amended, such revocation shall be effective as to all deductions of that employee as of January 1 or July 1, next succeeding the date on which such revocation is filed.

**Section 3.** The Borough shall, upon request, provide the FOP with a statement indicating the amount deducted from each employee as dues. The statement shall be provided within a reasonable time following the request.

**Section 4.** The Borough shall not permit payroll deductions for the payment of dues to any labor organization other than the FOP, as the duly certified majority representative of employees. It is understood and agreed between the parties herein that this provision does not apply to any other voluntary organization.

**Section 5.** 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

## **ARTICLE XXXV-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.

## **ARTICLE XXXVI-FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations.

B. 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.

**ARTICLE XXXVII-DURATION**

This Agreement shall be in full force and effect as of January 1, 2019, and shall remain in effect to and including December 31, 2021, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, until a successor agreement is negotiated in accordance with Public Employment Relations Commission rules **IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at Collingswood, New Jersey on this 12<sup>th</sup> day of November, 2019.

FOR THE SUPERIOR OFFICERS

DSGT. William J. Yezou

SGT. Brian J. DiLuigi

[Signature]

BOROUGH OF COLLINGSWOOD

[Signature]

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