

COLLECTIVE BARGAINING AGREEMENT

between the

FRATERNAL ORDER OF POLICE, LODGE NO. 38

and the

TOWNSHIP OF WILLINGBORO, Township of

X January 1, 1985 - December 31, 1987 (EMPLOYER)

THIS AGREEMENT, made and entered into this 2nd day of April, 1985, by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic, hereafter referred to as the "Township"; and WILLINGBORO LODGE NO. 38, FRATERNAL ORDER OF POLICE, hereafter referred to as the "Lodge";

IN CONSIDERATION of the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL PURPOSE: This Agreement is entered into in order to promote harmonious relations between the Township and the Lodge, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

2. NON-DISCRIMINATION: The Township and the Lodge agree that all provisions of this Agreement shall be applied equally to all employee members of the Lodge in compliance with applicable law against discrimination as to race, color, creed, national origin, age,

X January 1, 1985 - December 31, 1987

sex, marital status or political affiliation or membership or legitimate activity in the Lodge. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Lodge membership.

3. RECOGNITION OF BARGAINING UNIT: The Township recognizes, during the term of this Agreement, the Lodge as the sole and exclusive collective negotiating representative for full-time sworn police officers of the Township. Specifically excluded are the Chief of Police, Captains, Lieutenants, Sergeants, Special Officers, Dispatchers, Animal Control Officers, School Traffic Guards, and all other employees of the Township.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the Police Department, subject to the provisions of this Agreement.

5. GRIEVANCE PROCEDURE:

A. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

B. No settlement of a grievance shall contravene the provisions of this Agreement.

C. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

D. An aggrieved person must verbally present the grievance to the Division Commander within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Commander, or the shift supervisor, as the case may be, shall attempt to adjust the matter within three (3) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Chief of Police and to the President of the Lodge.

E. If the aggrieved person is not satisfied with the decision required in Paragraph D, or if no decision is rendered within the three (3) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Chief of Police within five (5) days after the decision is rendered or after the expiration of the three (3) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Lodge. The Chief of Police, or the designated representative of the Chief of Police shall meet with the aggrieved person, the President of the

Lodge and the individual rendering the decision at the first level of this procedure. The decision of the Chief of Police shall be rendered, in writing, within five (5) days after the grievance is presented to the Chief of Police with copies to the Township Manager and the President of the Lodge.

F. If the aggrieved person is not satisfied with the decision rendered in Paragraph E or if no decision is rendered within the five (5) day period, it shall be presented to the Township Manager within five (5) days after the decision is rendered or after the expiration of the five (5) day period provided for in Paragraph E, if no decision is rendered. The written grievance shall include the information set forth in Paragraph E and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Chief of Police and the President of the Lodge. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Lodge designated by the Lodge in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Chief of Police, and the President of the Lodge.

G. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section F, the Lodge may, within ten (10) days after the decision of the Township Manager or within ten (10) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be

chosen according to the provisions of N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

H. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. PRIVATE COUNSEL FOR MEMBERSHIP OF THE POLICE DEPARTMENT:

The Township recognizes its obligations under R.S. 40A:14-155. Thus, as provided below, whenever a member of the Lodge shall become a defendant in any legal proceeding arising out of or incidental to the performance of the member's duties, that member shall have the right to an attorney to represent the member in the proceedings.

In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that the Lodge and the Township shall establish a panel of six (6) attorneys and that the members of the Lodge may select one from among those attorneys for their representation. Nothing herein shall prohibit a member from selecting an attorney not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.

If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

If the complaint is not on behalf of the Township and the

matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.

All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges which are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.

In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier has an obligation to provide a defense, it

is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member.

The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4.

7. SALARY: The schedule below is established as the annual salary rates in effect for Police Officers of the Township of Willingboro during the term of this Agreement:

POLICE OFFICERS - 1985

Inc.	A	B	C	D	E	F	G
978	20,451	21,611	22,772	23,929	25,090	26,251	27,406

POLICE OFFICERS - 1986

Inc.	A	B	C	D	E	F	G
978	21,678	22,908	24,138	25,365	26,595	27,826	29,050

POLICE OFFICERS - 1987

Inc.	A	B	C	D	E	F	G
978	22,979	24,282	25,586	26,887	28,191	29,496	30,793

All annual salaries, as represented above, reflect the annual salary which is divided by the number of paydays in the year to obtain the weekly rate. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 2080.

8. EDUCATIONAL PAYMENTS: The Township shall pay to full time members of the Lodge the sum of \$100.00 for the successful completion of each ten (10) college credits and \$10.00 for each college credit thereafter in any accredited institution earned while in the Township employ in any course related to the employee's job responsibilities and/or required for an appropriate degree related to the employee's job responsibilities, in accordance with the following provisions:

A. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00);

B. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;

C. Payments shall be made for up to ninety (90) credits, but not for credits earned above ninety (90), until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.

D. The maximum eligibility shall be for one hundred twenty (120) credits.

E. An employee shall submit a written request for the educational payment to the Township's Director of Finance within the calendar year in which the employee completes any of the specified number of college credits as indicated above. The liability of the Township for any educational payments shall be limited to the calendar year in which the request is received, provided that no future requests shall be required to maintain the employee's current educational payment level, except as provided in subparagraph G. herein.

F. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and ninety (90) credits.

G. If, in a calendar year, an employee does not earn at least six (6) credits, the payment to the employee hereunder shall only be for the lowest credit level of credits earned previous to that calendar year. For example, if an employee has earned forty (40) credits in a year, and the following year earns less than six (6) additional credits, the employee shall receive payment at the next lowest credit level, or thirty (30) credits. If the employee in a succeeding year earns six (6) or more credits, the employee shall receive payments for actual credits earned, which shall continue unless the program-earning credits are not earned. An employee shall not revert back to the next lowest credit level where the employee is unable to earn at least six (6) credits in a calendar year by reason of departmental shift schedule or leave of absence for medical reasons.

H. The educational incentive payment shall be payable annually in December of each year.

I. The Township does agree to pay tuition for police officers unable to obtain other funding, subject to budget appropriation limits.

9. HOLIDAYS: The Township shall designate holidays each year, as follows: for 8-hour-shift-per-day employees - 96 hours (12 days); and, for 10-hour-shift-per-day employees - 120 hours (12 days). Payment for these holidays shall be in one (1) payment during the first pay period in December of each year, on a straight-time basis for each such holiday.

Holiday pay shall be included in the base pay of the employee commencing with the employee's anniversary date which precedes that employee's planned retirement date by three years, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. The Holiday pay shall be included in the base pay for not more than three years. In the event that retirement does not take place at the conclusion of the three years, as planned, the payment of holiday pay shall thereafter be paid in one (1) payment during the first pay period in December of each year, on a straight-time basis.

The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.

10. VACATION LEAVE: The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

A. For employees on an eight (8) hour shift:

1. One hundred twenty (120) hours (fifteen <15> days) per year during each year of employment up to and including the seventh (7th) year of employment.

2. One hundred forty-four (144) hours (eighteen <18> days) during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

3. One hundred eighty-four (184) hours (twenty-three <23> days) during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

4. Beginning in 1987, employees on an eight (8) hour shift shall, in each of the above categories, receive one additional vacation day of eight (8) hours.

B. For employees on a ten (10) hour shift:

1. One hundred thirty (130) hours (thirteen <13> days) per year during each year of employment up to and including the seventh (7th) year of employment.

2. One hundred fifty (150) hours (fifteen <15> days) per year during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

3. One hundred ninety (190) hours (nineteen <19> days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

4. Beginning in 1987, employees on an ten (10) hour shift shall, in each of the above categories, receive one additional vacation day of ten (10) hours.

11. SICK LEAVE: The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

A. For employees on an eight (8) hour shift:

1. Eight (8) hours (one <1> day) per month of

employment for each month in the first calendar year of employment.

2. One hundred twenty (120) hours (fifteen <15> days) per year thereafter.

B. For employees on a ten (10) hour shift:

1. Ten (10) hours (one <1> day) during the first three (3) months and ten (10) hours (one <1> day) each month thereafter in the first calendar year of of employment.

2. One hundred twenty (120) hours (twelve <12> days) per year thereafter.

Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Chief of Police with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a

maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.

12. CARDIAC EVENT: Any member of the Lodge who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury and that officer shall be entitled to receive full pay for up to one (1) year, but shall forfeit any accumulated sick time, to the extent of this benefit, and any benefit paid under any workers compensation claim. For the purpose of this provision, the term "full pay" shall mean the base pay plus longevity increments, but shall not include holiday pay or shift differential. The insurance benefits shall continue, except to the extent that they are forfeited under the terms of this provision.

In order to determine whether the cardiac event is work related, the employee shall be medically examined and the determination of the physician shall be final and binding on all parties.

The medical examination shall be performed by members of a medical panel consisting of the chiefs of cardiology at Burlington County Memorial Hospital, Zurbrugg Memorial Hospital (Riverside Division) and Zurbrugg Memorial Hospital (Rancocas Valley Division), who shall conduct the examinations on a rotating basis.

It is agreed, however, that if the next physician on the rotating list shall be the employee's physician, the examination shall be performed by the next physician on the list. It is further agreed that no physician shall serve on the panel who is in a contractual relationship with the Township.

The employee shall be required to make his personal medical records available to the physician conducting the examination.

13. **COMPENSATORY TIME:** All employees covered under this Agreement, who have accumulated on the date of the start of this Agreement any compensatory time due them, must use up at least one hundred sixty (160) hours of compensatory time per year of this Agreement. Should any employee fail to so utilize available compensatory time, up to a maximum of one hundred sixty (160) hours per year of this Agreement, that compensatory time shall be deemed to have been waived and relinquished. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour or a ten (10) hour shift, whenever possible.

14. **SICK LEAVE INCENTIVE:** Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive an additional three (3) days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. The employee shall be entitled to utilize the additional three (3) days (or its hourly equivalent) in any of the following ways: utilization as sick leave or accumulated sick leave, vacation or personal days, or in any combination thereof totaling

three (3) days (or its hourly equivalent).

15. ACCUMULATED SICK LEAVE: For members employed by the Township on December 31, 1984, full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in three installments with the first payment of one-third of the amount due to be paid on the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second payment of an additional one-third of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance due shall be paid on the second annual anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of the second annual payment.

For members employed on or after January 1, 1985, the payment by the Township shall be in the same manner and on the same schedule as set forth for members employed as of December 31, 1984, except that the payment, excluding the interest earned after the date of retirement or death, shall not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars.

Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

Payment made under this Paragraph shall not be considered as earnings or annual compensation for pension purposes.

16. UNIFORM ALLOWANCE: The Township agrees to provide all employees covered under this Agreement with the sum of Thirty dollars (\$30.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township.

The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or irreparable damage, except for employees assigned to the Investigative Division who shall receive an annual payment of five hundred dollars (\$500.00) in lieu thereof.

The payments established in this paragraph shall be paid in a lump sum during the month of January of each year. For 1985, any adjustments required in the payment shall be made within 45 days after enactment of the necessary ordinance implementing the terms of this Agreement.

17. SHIFT DIFFERENTIAL: Officers regularly assigned to the

2:00 P.M. to 12:00 Midnight shift shall be granted seventy percent (70%) of an increment over their basic salary. Officers regularly assigned to the 9:00 P.M. to 7:00 A.M. shift shall be granted one (1) increment over their basic salary.

These amounts shall be paid in December of each year upon certification by the Chief of Police and approval by the Township Manager.

18. SPECIAL DUTY ASSIGNMENTS: All regular full time officers assigned to the police department canine division or crime prevention unit or as the motor officer shall receive an annual salary adjustment of One Thousand Dollars (\$1,000.00) pro rated for the period of time they are so assigned. All regular full time police officers assigned to the investigative division shall receive an annual salary adjustment of Two Thousand Dollars (\$2,000.00) pro rated for the period of time they are so assigned. This increase shall be in lieu of overtime pay for the specified assignment.

19. LONGEVITY PAYMENTS:

a. For members employed as of December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

8	years	-	\$ 978.00
12	years	-	\$ 1,956.00
16	years	-	\$ 2,934.00
20	years	-	\$ 3,912.00

b. For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

10	years	-	Five Hundred Dollars
15	years	-	One Thousand Dollars
20	years	-	One Thousand Five Hundred Dollars

An employee shall request the longevity payment in writing to the Township's Director of Finance during the ninety (90) day period prior to the date on which the employee shall be eligible for the payment.

20. OVERTIME PAY:

A. Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined in the sole discretion of the Chief of Police or the designee of the Chief of Police, and as a result, additional police officers are called to duty. Examples of this latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of one (1) hour.

An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations either normal, straight overtime pay

or compensatory time off, as the case may be shall be payable.

B. 1. A member working in excess of one (1) hour beyond the end of the member's scheduled shift at the member's supervisor's discretion shall be paid at one and one-half (1 1/2) time for all time worked.

2. A member going to court, when on duty, shall not receive any extra compensation. A member going to court, when not on duty, shall be paid at one and one-half (1 1/2) times the member's hourly rate for the time expended, with a minimum of two (2) hours. A member going to court, when the member is on vacation, shall be paid at two (2) times the member's hourly rate for the time expended, with a minimum of two hours.

3. A member called in to work 4th of July or Funday, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1 1/2) times the member's hourly rate.

21. INSURANCE: There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

A. Blue Cross (365 Plan Coverage) - the cost to be borne at 75% by the Township and 25% by the employee.

B. Blue Shield (U.C.R. Plan Coverage) the cost to be borne solely by the Township.

C. Major Medical - the Township shall continue to provide at its cost the major medical insurance coverage, in accordance with the policies and coverages that have been provided

prior to this Agreement.

D. Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan participants shall be 100%.

E. Supplemental Wage Insurance - the Township will continue to pay a member the member's base salary while the member is receiving Worker's Compensation Insurance benefits, provided the member assigns over to the Township any Workers Compensation Insurance proceeds received or to which the member may be entitled, not to include case settlements.

This protection shall continue in effect only while the member is receiving Workers Compensation Insurance benefits, or for a period of two (2) years, whichever is less.

F. A member who retires from the department shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, provided (1) the insurance company will allow this; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or the Division of Pensions.

G. The surviving spouse and dependent children of a

member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverages set forth in paragraphs A. (Blue Cross), B. (Blue Shield), C. (Major Medical), and D. (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverages, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

H. The Township agrees to discuss with the Lodge possible revisions in the insurance program and to cooperate in obtaining revisions to the insurance program, provided that the revisions do not result in any increased cost to the Township.

22. INSURANCE BUY-BACK: The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in January and will be paid to those employees who have filed a waiver of coverage

with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The amount of the payment will be \$300.00 per year for a waiver of the medical-surgical-major medical coverage; and \$60.00 per year for a waiver of the dental coverage. If an employee elects to re-join the Township group coverage, the employee shall make application to do so, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

23. DUTY TO BARGAIN: The Township will not effect any changes in this Agreement or any changes which would affect the employee group under this Agreement without prior negotiations with the Lodge.

24. ADMINISTRATIVE TIME FOR LODGE PRESIDENT: The Township agrees to allow the Lodge President to be released from his assigned duties for twenty (20) hours during each calendar year for the business of the Lodge. To the extent that the Lodge President does not use the allocated twenty (20) hours during a calendar year, up to ten (10) hours may be carried over into the next calendar year, thereby allowing not more than thirty (30) hours in that calendar year.

25. FULL UNDERSTANDING AND EFFECT OF SUBSEQUENT LEGISLATION: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto.

26. LEAVE OF ABSENCE FOR DEATH IN FAMILY: An employee will be allowed the following time off in the case of the death of:

A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from the day of death until the day of burial, inclusive, or five (5) days, whichever is greater.

B. Grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of the burial.

C. Exceptions to this rule may be made where the deceased, as described in "A", is buried in another city and the employee would be unable to return in time for duty with the leave granted.

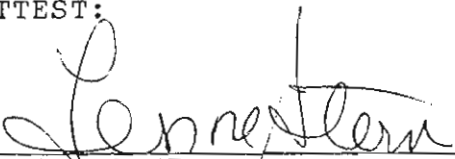
27. REPLACEMENT OF LOST PERSONAL PROPERTY: The Township agrees to compensate an employee for damage to, or loss of, prescription lenses or a wristwatch damaged or lost in the performance of duty, provided notice of the damage or loss shall be given to the shift supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of Seventy-five (\$75.00) dollars.

28. TERM OF AGREEMENT: This Agreement shall be in full force and effect from January 1, 1985, through December 31, 1987, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to September 1, 1987, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for

herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

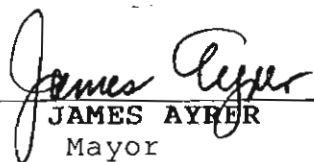
IN WITNESS WHEREOF, the Township and the Lodge have caused this Agreement to be executed by their proper officials.

ATTEST:



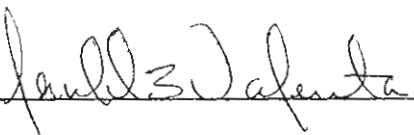
LENORE STERN
Township Clerk

TOWNSHIP OF WILLINGBORO

By 

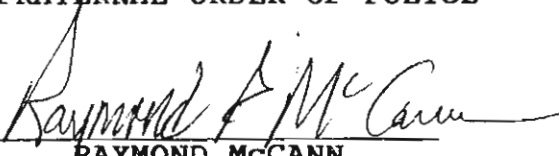
JAMES AYER
Mayor

ATTEST



Secretary

WILLINGBORO LODGE NO. 38
FRATERNAL ORDER OF POLICE

By 

RAYMOND MCCANN
President