

**FRATERNAL ORDER OF POLICE NEW JERSEY**

**LABOR COUNCIL / FOP LODGE 147**

**AND**

**WESTAMPTON TOWNSHIP,**

**BURLINGTON COUNTY, NEW JERSEY**

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**COLLECTIVE NEGOTIATIONS AGREEMENT**

**January 1, 2010 to December 31, 2014**

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Prepared by:

**RJ Anderson**

**Staff Representative FOP NJ Labor Council**

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**PREAMBLE**

This Agreement entered into on this 22 day of March 2011 and between the Township of Westampton ("Employer" or the "Township") having its principal offices in the Municipal Building, 710 Rancocas Road, Westampton Township, County of Burlington, and State of New Jersey, the Fraternal Order of Police New Jersey Labor Council/FOP Lodge 147, having its principal offices at 71 Indel Avenue, Township of Westampton, County of Burlington, and State of New Jersey.

**WITNESSETH**

WHEREAS, certain members of the Westampton Township Police Department requested recognition of the Fraternal Order of Police New Jersey Labor Council/FOP Lodge 147 ("Lodge 147" or "FOP"), as the exclusive collective bargaining agent for the bargaining unit defined in Article 1, Section 2, of this Agreement; and

WHEREAS, the Township Committee, by resolution, did so recognize said agent and it is necessary that the parties agree to certain terms and conditions of employment not in conflict with the Police Rules and Regulations as adopted by the Township Committee of the Township of Westampton and agreed to by the FOP in the hereinafter Agreement and on file in the office of the Township Clerk; and

WHEREAS, The FOP and the Township Committee being mindful of the current extreme economic climate and crisis in the Township and the State of New Jersey and in the Nation, has made drastic departures from previous collective bargained agreements for this contract period.

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WHEREAS, the parties desire to execute a written contract with respect to the terms and conditions of employment;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter set forth, the employer and FOP do hereby agree and covenant as follows:

**Article 1 - Definitions**

The following words shall have the following meanings when used in this contract:

**A. Employer:** The Township of Westampton and the Township Committee of the Township of Westampton.

**B. Employees:** The full time permanent members of the Police Department to include all members below the rank of Lieutenant. Included are Sergeants, Detective Sergeants, Detectives, and Police Officers. Excluded are the Chief of Police, Captains, Lieutenants, Secretaries, Crossing Guards, Dispatchers, Typists, and all others.

**C. Full-time Employee:** An individual who is appointed as a sworn full-time member of the Police Department and is regularly scheduled to work forty (40) hours or more per week.

**Article 2 - Recognition and Management Rights**

**A.1 Recognition**

The Employer recognizes Fraternal Order of Police New Jersey Labor Council/FOP Lodge 147 (“FOP”) as the bargaining agent for establishing salaries, wages, hours and other conditions of employment for the employees in this unit. This recognition however shall not be interpreted as having the effect of or in any way abrogating the rights of the Township and FOP as established pursuant to any Federal or State Statute or Law or the original Resolution or Recognition as adopted by the Township Committee. By executing this Agreement, the FOP and its members and the Township agree to be bound by the terms and conditions and provisions of

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the Police Rules and Regulations in effect at this time provided that if the terms and conditions and provisions of this contract are in conflict with the terms and conditions and provisions of the Police Rules and Regulations, then the terms and conditions and provisions of this contract shall govern.

### **A. 2 Agency Shop**

The Employer recognizes the FOP Lodge #147 / The FOP NJ Labor Council as the Majority representative for this Collective Bargained Agreement and subsequent Agreements providing the FOP remains the Majority Representative. All employees covered under this Agreement are FOP Members and any Employee within 30 days of initial employment or 30 days from re-employment has the option to become a full member in the FOP or if they chose not to become a member in the FOP as part of their employment . The employee may elect to be a Representative Fee Member as permitted under NJSA 34:13A-5.5, which establishes that an individual must pay a representation fee in lieu of Membership in the FOP. The Current rate for such representation fee is 85% of the total dues, fees, and assessments that a regular member would pay to the FOP and FOP Labor Council and Legal Defense if they had chosen to be a member. This 85% fee will be provided to the payroll department of the Township of Westampton if needed, along with the name (s) of the individual (s) choosing to pay the representation fee in lieu of membership. The fee will by means of automatic deduction be withheld from the employees pay and turned over to the FOP as provided for in the law.

### **B. Management Rights**

**B. 1.** The Township hereby retains and reserves unto itself without limitation, 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 without limiting the generality of the foregoing of the following rights:

- a.** To manage and control administratively the Township government and its properties and facilities and the activities of its employees.
- b.** To hire all employees and, subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
- c.** To suspend, demote, discharge, or take other disciplinary action for good and just cause according to Law.

**B. 2.** The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

**Article 3 - General Rules**

**A.** Proposed salary ranges shall be established and applied to all authorized classified positions, except where the positions and the salary are established by Statute.

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**B.** The minimum rate shall be the hiring rate for each title. Employees with special skills or experience may be assigned a rate in excess of the minimum hiring rate at the discretion of the Township. In the event the employee shows special skills or his work record and performance are above average, the Township Committee, upon the recommendation of the Chief of Police, may advance the employee to a higher rate within his/her classification premature to the scheduled increase. The Township shall notify the FOP in writing of any action taken pursuant to this paragraph.

**C.** The rates of compensation are fixed based on full-time service where a salary is indicated. During the term of this Agreement, the pay scales will not be reduced unless by mutual agreement of both parties.

**D.** For the term of this contract the employees that are in the Pay Step Process and who have not reached the final step of top salary shall receive their pay increase corresponding to the Pay Step on their Anniversary date of Employment with the Police Department. The employees in the Pay Step Process shall not receive a cost of living/ annual increase on January 1<sup>st</sup> of each year. All employees who have achieved the final step in the guide and are at top salary in the Pay Step Process shall receive the COL/Annual increase effective on January 1<sup>st</sup> of each year as specified. All salaries shall be paid biweekly. All overtime and holidays compensation is to be paid on a once a month schedule. The Township shall implement a Direct Deposit program.

**Article 4 - Salary**

**A. Classification**

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The employees shall be classified by the Township Committee. The effective date for the computation of years of service for the purpose of classification is the date of hiring as a full-time Township employee in the police department. In the case of prior employment a part time employee, credit will be given for time accumulated, as follows: Three part-time years equal one full-time year. The Employer reserves the right to hire previously experienced police officers and place them in the Tier II salary scale at their discretion.

### **B. Salaries and Wages**

The salary guide for Patrolman Tier I and Tier II are in Appendix "A" The Salary guide for Sergeants is in Appendix "A"

The Salary guides are based on the existing economic crisis and specific considerations in the salary steps have been permitted to permit the hiring of new police officers at a lower scale of salary and to provide for the sustainability of the police department as we move forward from the signing of this contract. The salary of employees in the Step process will in this contract be modified to be that they receive the Step increase on their anniversary dates and that there is not a January cost of living adjustment for those officers by having the percentage that is applied to top pay scale employees who would only receive the January increase as noted below.

If for any reason the manpower level is reduced below the number of officers as of January 1, 2011 then this section of the contract shall revert to the previous method of calculating salaries based on an anniversary date increase in steps and an annual increase in Steps as of January 1<sup>st</sup> of each year.

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The salaries and wages for Sergeants, Det. Sergeants, Detectives and Patrol Officers in the Police Department covered by this Agreement are as follows, and are retroactive to the dates as set forth in the CBA as January 1, 2010. The percentage increase for each year is as follows:

2010 to have a 0% increase in salary

2011 to have a 2.25% increase

2012 to have a 2.5% increase

2013 to have a 2.5% increase

2014 to have a 2.75% increase

1. Any employee appointed to the position of detective for one (1) full year, and not in a lieutenant position, shall receive an annual bonus while serving in that position equal to three thousand ( \$3,000.00) dollars for each year of this contract.

**C. Longevity**

1. All employees as of hired prior to 2011 with more than five (5) years of service shall receive an amount of longevity in addition to their salary. Longevity shall be paid weekly in accordance with the following schedule: (Longevity is included in the adjusted base pay compensation).

- |  |      |
|--|------|
| a. Five to nine years of employment    | 3.5% |
| b. Ten to thirteen years of employment | 6.0% |
| c. Fourteen years and over             | 8.5% |



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Degrees. The full cost subject to reimbursement will be at the prevailing rate of the college/university being attended, the rate shall not exceed the State of New Jersey University rate prevailing at the time of request. All courses, cost allowance per credit, and number of credits permitted for reimbursement in one budget year must be approved by the Chief of Police prior to November of the previous year courses are requested to permit budgeting. The Chief of Police may request estimated costs for possible reimbursement. The Chief of Police may limit the number of courses taken in any budget year. However, he shall approve a minimum of two (2) courses per semester if requested by the employee providing that the budgetary amount is not surpassed. Employee shall supply the Chief of Police the information documentation to verify the degree program being pursued and the courses necessary for the degree program. The Chief of Police shall not arbitrarily deny courses requested if they are required for the degree. This reimbursement program is on a first come first serve basis as to the employee receiving of this benefit with employees presently in a program being given preference. The budget for college reimbursement is eight thousand dollars (\$8,000) for the year, this number shall not be reduced for the length of this agreement. Reimbursement for tuition, fees, and book is contingent on a passing grade of "C" or a 2.0 GPA. If a course is not passed, the course cannot be retaken, made up, or remedial classes taken under this provision, no reimbursement will be permitted. A condition of this policy and reimbursement program is that the employee agrees to a two (2) year commitment of service to the Westampton Police Department. The two years begins at the completion of the semester the reimbursement is being sought for. If the employee separates from the department for any reason other than disability retirement they shall be subject to refunding the reimbursement amount (s) they have received for the previous two years. That

amount shall be taken from any payment due the separating employee or by direct payment by the employee.

**Article 6 - Holiday**

**A.** Each employee covered by the provisions of this Agreement shall receive time off with pay whenever possible as determined by the Chief of Police, such pay being included in the overtime paycheck for said employee for ten (10) holidays and forty-eight (48) hours of personal time as detailed below:

1. Ten listed days: New Years, Martin Luther King, Presidents, Memorial, Independence, Labor, Veterans, Thanksgiving, and day after, Christmas.

2. Forty-eight (48) hours of personal time that may be taken with one (1) hours' notice to the Chief of Police or his designee, and with his approval.

**B.** If a holiday falls within an employee's vacation period, the employee shall receive an additional day off with pay, the schedule to be authorized by the Chief of Police.

**C.** New employees who have not yet completed thirty (30) calendar days of service shall not be entitled to holiday pay for holidays occurring within the said thirty (30) days.

**D.** Holiday pay shall not be granted whenever an employee is absent on a scheduled work day before or after the day on which the holiday is celebrated, except during vacation or unless the employee presents a doctor's excuse. In the event an employee who is scheduled to work on a holiday reports out sick, he/she must present a doctor's excuse for that day.

**E.** If an officer's regularly scheduled day off falls on a holiday, he/she shall receive eight (8) hours regular pay for the holiday in his/her overtime paycheck.

**F.** An officer who works on a holiday shall be paid at the rate of one and one half (1½) times his/her regular rate of pay for the hours worked on the holiday in addition to his/her regular pay; except that if an officer works five (5) or more hours on the holiday, the officer shall be paid for minimum of six (6) hours or the number of hours actually worked on the holiday, whichever is greater, at one and one-half (1½) times his/her regular rate of pay in addition to the officers regular pay.

**Article 7 - Bereavement Leave**

A maximum of seven (7) days paid leave of absence shall be granted to full-time employees in the event of a death of the employee's mother, father, spouse, child, or stepchild, or a significant other who is permanently domiciled in the employee's household if the leave includes the day of death and/or the day of the funeral. A maximum of three (3) days paid leave shall be granted to full-time employees for death of the parent of spouse, brother, sister, grandparents, grandchildren, aunt, uncle, first cousin, niece, nephew, brother/sister in law, or relative living in the same house as the officer. An additional day shall be granted for travel requirements in excess of one hundred (100) miles, one-way, said requirement to be determined by the Township Committee. Employees may request additional bereavement leave with the utilization of vacation or sick time that has been accrued.

**Article 8 - Other Leaves of Absence**

**A.** A full-time member of the Police Department who is temporarily either mentally or physically incapacitated to perform his/her duties or who temporarily desires to engage in a course of study which will increase his/her usefulness upon return to service, or who for any reason considered good by the Township Committee and to secure leave from his/her regular duties may, with the approval of the Township Committee, upon recommendation of the Chief of Police, be granted special leave of absence without pay for a period of not exceeding six (6) months. Any employee asking for a special leave of absence without pay shall, twenty (20) days prior to the commencement of the leave, submit the request in writing to the Chief of Police and a copy to the Township Committee stating the reason why the request should be granted, the date the leave is to begin, and the probable date of his/her return to duty. For each separate use of special leave of absence without pay other than as herein provided under the Statutes, the Township Committee shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his/her former positions upon return from such leave or whether his/her name shall be placed on the re-employment list.

**B.** Any employee granted such leave of absence by the Township Committee (not to exceed six months) shall not accumulate seniority while on leave of absence, and shall have all fringe benefits discontinued while on leave of absence except in the case of veterans to the extent so provided by State and Federal Law or other statutory leave permitted under FMLA or other laws providing for leave time and retaining employee status.

C. At the employee's option and at the employee's expense, insurance coverage may be provided during such leave of absence. Prepayment of the premiums at the Township's group rate shall be in monthly increments.

D. The Township of Westampton agrees to comply with all New Jersey State and United States Federal laws governing military leave.

**Article 9 - Hours of Work and Overtime**

A. Except as otherwise provided in this Agreement, the normal tour of duty for officers covered by this Agreement shall consist of one (1) twelve (12) consecutive hour shift in a twenty-four (24) hour period, which 24 hour period may begin in one day and end the following day. Except as otherwise provided in this Agreement, the normal work period for officers covered by this Agreement, shall consist of fourteen (14) consecutive days during which an officer shall work seven (7) twelve (12) hour tours for a total of no more than eighty-four (84) hours within the fourteen day work period. Officers working twelve (12) hour shift, shall receive overtime for any hours worked over twelve (12) hours per tour and/or 84 hours per work period.

The maximum consecutive hours to be worked by an employee is sixteen (16) except in time of emergencies.

B. Authorized overtime is subject to approval of the proper authority as designated by the Police Manual. If an employee calls out sick, the employee will be ineligible for voluntary overtime for 48 hours following the close of the last shift he/she missed due to his/her sick call, unless the overtime had been scheduled prior to the employee's calling out sick. This provision shall not apply to planned medical/dental procedures.

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**C.** For the purpose of payroll calculations, the work period shall commence at 12:01 a.m. Sunday and shall end fourteen (14) consecutive days thereafter, except a tour that shall begin on the immediately preceding Saturday and continues into the first Sunday in the work period shall be considered part of the new work period.

**D.** Officers assigned to the detective bureau shall work eight (8) ten and one half (10½) hour shifts in a fourteen (14) day period. Officers assigned to a designated power shift shall work eight (8) ten and one half (10½) hour shifts in a fourteen (14) day period. Officers working ten and one half hour (10½) shifts shall receive overtime for any hours worked over ten and one half hours (10½) per tour and/or 84 hours per work period.

**E.** In the event an officer is called into duty during an emergency declared by the Chief of Police, the officer shall be guaranteed three (3) hours overtime pay. If the emergency conditions necessitate being on duty longer than three (3) hours, then the officer shall receive overtime pay for that additional time worked. If an officer is called into duty prior to his/her shift beginning, or remains at the end of his/her normal shift, the officers will be paid overtime for the hours actually worked contiguous to his/her regular shift, but the three (3) hours guaranteed overtime call-in pay shall not apply.

**F.** The overtime rate of pay shall be one and one half (1½) times the officers regular rate of pay. The overtime rate shall be calculated by utilizing the officers gross pay inclusive of longevity, if any, for the eighty-four (84) hour fourteen (14) work period, dividing that gross amount by 84 hours to determine the hourly rate upon which the one and one-half (1½) overtime hourly rate will be based.

**G.** All compensatory time shall comply with the FSLA.

**H.** All officers shall be present five (5) minutes before their shift starts for any necessary instructions.

**I.** Work schedule assignments shall be made on an annual basis. Officers shall submit bids for their annual shift assignments in November of the preceding year. In making schedule assignments, due consideration shall be given to the officers' skills, experience, special abilities, training and seniority. Seniority shall control when all other factors are deemed equal. Officers may be reassigned among existing work schedules during the year in the following circumstances: when necessary to bring a shift up to minimum shift strength level due to extended illness or injury of more than two (2) weeks duration, and as established as a management prerogative through PERC precedent. Seventy-two hours' notice shall be provided except in emergencies.

**J.** Variant Work Shifts

1. The Police Chief has the option to create variant work shifts based on the forty-two hour work week.
2. The Police Chief may staff any such shift by providing seventy-two hours' notice except in emergency situations, provided his intent is not to avoid overtime.
3. Assignment to the shift shall be in the nature of a post assignment, based on factors such as skills, ability, experience, training needs, and seniority.

4. Overtime on variant shifts shall be payable if the officer works in excess of 84 hours per fourteen-day work period.

**K. Special Overtime Rates**

1. Outside Employment by Third-Party Employers: officers to be paid at a standard rate of \$55.00 per hour.
2. Grant-Funded Work: officers to be paid the hourly grant rate regardless of rank, except where otherwise required by law. Payments up to the level of the hourly grant rate shall be paid from grant funds.

**Article 10 - Court Appearance**

A. For court appearances in Westampton Township Municipal Court, the officer shall be paid one and one-half (1½) normal rate of pay for a minimum time of three (3) hours. Such payment shall only apply for court appearances in an otherwise off-duty capacity.

B. For court appearances other than as covered in paragraph A above, the officer shall be paid one and one half (1½) times his/her normal rate of pay for a minimum time of three (3) hours. The Township shall reimburse the officer's expenses for court appearances outside of Westampton Township, including meals and overnight lodging if necessary. When an officer uses his/her personal vehicle the Township shall reimburse the officer at the current IRS rate per mile, plus tolls and parking fees. Receipts for tolls and parking (other than metered parking) will be submitted by the officer within thirty (30) days. Such payment shall only apply for court appearances in an otherwise off-duty capacity.

C. The provisions of this Article shall only apply so long as the officer is not being otherwise compensated by the Township for the time spent in court.

**Article 11 - Worker's Compensation, Safety, and Health**

A. Employees disabled with job related injuries and unable to work shall receive full pay from the Township and shall endorse any Compensation checks received from the Township's insurance carrier as a result of said injury over to the Township. During the period of disability, management reserves the right, at such times and under such circumstances as are reasonable, to require the person covered under the provisions set forth herein to undergo a physical examination by a physician of the Township's choosing. When said physician determines that the employee may return to work, the Township's checks will cease unless the employee returns to work. Such leaves of absence with pay for work incurred injuries shall be limited to one (1) year under N.J.S.A. 40A:14-137.

B. The Employer shall supply or provide the necessary wearing apparel, tools, devices, cleaning supplies, and sanitizing solutions to minimize the possible contamination or infection of the officer, their patrol vehicle, or headquarters.

C. The employer shall make Hepatitis Inoculations, influenza inoculations, and Hepatitis screening available each year to employees on a voluntary basis who wish to participate.

D. Any employee who may be exposed to any individual known to have or unknowingly has an infectious disease shall be notified as soon as possible of the condition upon notification from an EMT, Paramedic, Doctor, or medical facility. The Employer shall after notifying the employee

of the health hazard shall provide any medical examination and/or treatments, at no cost to the employee and without loss of pay or sick time accrual.

**E.** Safety problems reported by the employees will be investigated by the Chief of Police or his/her designee. If a solution cannot be reached on mutual agreement, then the problem may be handled as a grievance.

**F.** The Township shall reimburse any employee for the loss or damage to certain specified personal property, which occurs as a result of the performance of job duties, which involve non-routine activities such as altercations, accidents, injuries, etc. Such property shall include the following: eyeglasses, contact lenses, dentures or plates, hearing aids, watches.

### **Article 12 - Equal Treatment**

Neither the Township nor the employees will discriminate for reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation or Association or police activity.

### **Article 13 - Grievance Procedure**

**A.** Definitions:

**1. Grievance:** A grievance is a claim based upon a breach, misinterpretation, or improper application of the terms of this Agreement or administrative decisions or policy, which adversely affect the unit member, a group of unit members or Lodge #147.

**2. Aggrieved Person:** An aggrieved person is the person or persons or Lodge #147 instituting the grievance.

**3. Party of Interest:** A party in interest is the person or persons making the claim, or any person, including Lodge #147 or Township Committee, who might be required to take action, or against whom action might be taken, in order to resolve the claim.

**B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting members of Lodge #147. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**C. Procedure**

1. **Time Limits:** The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. An aggrieved person shall institute action under the provisions hereof within twenty-one (21) days from the date the employee could reasonably have had knowledge of the occurrence. Failure to act within said period shall be deemed to constitute an abandonment of the grievance.

**D. Levels of Grievance**

1. **Level One: Immediate Supervisor:** An aggrieved person shall first discuss the complaint with his/her immediate supervisor either directly or through Lodge #147's designated representative, with informal resolution the objective.

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**2. Level Two:** If the aggrieved person is not satisfied with the disposition of the complaint at Level One or if no decision has been rendered within seven (7) calendar days after presentation of the grievance, then it may be filed in writing with Lodge #147 within fourteen (14) calendar days after the grievance was presented or seven (7) calendar days of the unsatisfactory decision, whichever is sooner. Within seven (7) calendar days after receipt of the grievance, Lodge #147 shall refer it to the Chief of Police for a decision.

**3. Level Three:** If Lodge #147 is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Chief, Lodge #147 may, within twenty-one (21) calendar days after the grievance was presented or seven (7) calendar days of the unsatisfactory decision, whichever is sooner, submit the grievance to the Police Liaison of Westampton Township. If Lodge #147 is not satisfied with the disposition of the grievance, which shall be rendered within seven (7) days after it is presented to the Police Liaison, the aggrieved person may submit the grievance to the Township Committee of the Township of Westampton.

**4. Level Four:** The Township Committee shall review and consider the submitted grievance and shall issue within thirty-five (35) calendar days after receipt of the grievance, a decision.

**5. Level Five:** If Lodge #147 is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within the specified time, Lodge #147 may submit said grievance to binding arbitration. The Arbitrator shall be selected from

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the Public Employment Relations Commission Panel (PERC), and shall be bound by the rules for labor arbitration of PERC. In deciding the case, the Arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States and the decisions of the Courts of the State of New Jersey and the United States. The Arbitrator shall not have the authority to add to, modify, detract from, or alter the provisions of this Agreement or supplement thereto. The Arbitrator's decision shall be final and binding upon the parties subject to applicable Court proceedings. The parties shall share the cost of the Arbitrator's fees and expenses equally; however, each party shall be solely responsible for its own counsel fees, costs, and expenses.

**E.** Any aggrieved person may be represented at the first two levels of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by Lodge #147. Only Lodge #147 may submit grievances at Level Three and above. When a unit member is not represented by Lodge #147, the Lodge shall have the right to be present and to state its views.

**F.** No reprisals of any kind shall be taken by the Township or its agents against any representative, any member of Lodge #147, or any other participant in the grievance procedure by reason of such participation.

**G.** Miscellaneous

**1.** Group Grievance: If, in the judgment of Lodge #147, a grievance affects a group or class of its members, Lodge #147 may submit such grievance in writing to the Chief directly and the processing of such grievance shall be commenced at Level Two. Lodge

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#147 may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Separate Grievance File: All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the procedure shall be in writing setting forth each decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to Lodge #147.

4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared by the FOP NJ Labor Council or Lodge #147, and given the appropriate distribution so as to facilitate operations of the grievance procedure.

5. The FOP NJ Labor Council may create, file, distribute, represent, and present the grievance on behalf of Lodge#147.

6. Meetings and Hearings: All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore mentioned.

**Article 14 - Rights and Privileges of Lodge #147**

A. Representatives of FOP NJ Labor Council /Lodge #147 shall be permitted a reasonable amount of time to transact Lodge business on the premises as long as it does not interfere with

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the assigned duties. Lodge #147 may have use of a meeting room in the Township Building(s) when appropriately scheduled through the Township Committee. No employee shall be allowed to be called in and have charges put against him/her by the Township Committee or Chief of Police without representation by Lodge #147 or counsel.

**B.** Employees shall be excused from duty for limited periods of time to attend Lodge #147 meetings on premises provided that no calls are pending. It is understood that calls take priority.

**C.** An adequate space on the patrol room bulletin board will be provided for Lodge #147 use.

**D.** The parties agree to Agency Shop as provided by law.

**E.** The Executive Board of Lodge #147 will receive a total of 72 hours per year to be excused from duty to conduct Lodge business. Hours off must be submitted one week in advance to the Chief and cannot cause the Department to incur overtime at time of approval. This time is in addition to time allowed under Section A of this article and does not include required time off covered under state labor laws or rulings. Assignment of the 72 hours will be at the discretion of the President of Lodge #147.

**Article 15 - Medical/Surgical Coverage**

**A.** Health and Prescription Insurance

Each employee and his/her family shall be provided with coverage under the State Health Benefits Plan as implemented by the Township in or about May 2002, including the prescription plans contained therein.

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**B.** The Township reserves the right to change insurance carriers provided that prior written notice is given to the FOP, including notice of any and all proposed changes in the level of benefits provided in such coverage; and provided further that the level of benefits is equal to or greater than the level of benefits which exist under the plans currently in effect. In determining the existing level of benefits, the existing plan is recognized to be the New Jersey State Health Benefits Plan as implemented by the Township in or about May, 2002, including the prescription plans contained therein and the dental plan in effect on or about that date, including the provision for pediatric dental care for children ages 2 through 12.

**C.** The Township will provide for dental coverage for employees.

**D.** The Township will co-pay (50/50) dental coverage for family members.

**E.** Full-time unit members shall be eligible for an annual health insurance wavier for the coverage they are entitled to, of 25% or \$5,000, whichever is less, for the full calendar year, pro-rated for a partial calendar year, for that period of time during which the employee does not receive any portion of the Township paid health coverage. The employee must provide proof of the existence of alternative equivalent health coverage at the beginning of any such period and the continuation thereof for any period for which this rebate is claimed. Payment under this provision shall be made during the month December for the preceding calendar year. Such rebate will not be paid for any period during which the unit member is not qualified for, or before a unit member qualifies for coverage under the Township insurance coverage.

**F.** Employees covered under this CBA and receiving Health Care Insurance shall have an amount equal to one and one half ( 1.5%) percent deducted from their base salaries to offset the

health care premiums. This amount pay is processed through an IRS 125 account if requested by the employee.

**G.** The Township does not provide any post-retirement health care coverage or any financial compensation or aid for post-retirement benefits.

**Article 16 - Seniority**

**A.** Seniority is defined to mean the accrued length of continuous service with the Department, computed from the date of appointment. An employee's length of service shall not be reduced by the time lost due to authorized leave of absence for bona fide illness or injury certified by a physician and not in excess of six (6) months.

**B.** Seniority preference shall be awarded according to the order in which listed at the time of hire in questions concerning two (2) or more employees hired on the same date.

**C.** The Township shall maintain an accurate current seniority roster showing each employee's date of permanent and/or temporary employment, classification, and pay rate, and shall furnish copies of same to Lodge #147's representative (s) upon request, for the prevailing copy fee.

**D.** Except where New Jersey Statutes require otherwise, in all cases of demotion, layoff, recall, and vacation schedule, the employee with the greatest amount of seniority shall be given work preference, provided he is qualified to perform the work involved.

**Article 17 - Uniform Maintenance Allowance**

**A.** Full-time sworn employees covered by the provisions of this Agreement shall be entitled to an annual uniform maintenance allowance in the amount of \$790.00 for each calendar year. The uniform maintenance allowance shall be payable by voucher in November of each year.

**B.** Full-time sworn employees covered by the provisions of this Agreement shall be entitled to an annual clothing allowance in the amount of \$720.00. This shall be in fulfillment of the Township's contractual obligations under Article 11 with respect to clothing, uniforms, and related gear.

**C.** As practical, the Township shall at all times maintain safe and healthful working conditions and will provide employees with the following items (as also listed in the Police Manual):

1. Summer and winter uniforms.
2. Tools or devices reasonably necessary in order to insure their safety and health.
3. Rain gear and rubber pullover boots.
4. Uniform shoes.

**D.** Any article provided by the Township is to be worn only during work hours. Articles are the property of the Township of Westampton, but are the sole responsibility of the employee. Articles lost, stolen, or damaged shall be paid for by the employee who was assigned the articles, if such loss is determined to be through the employee's fault by the Chief of Police.

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**E.** Work uniforms shall be worn by all employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township, in accordance with the Police Policy and Procedure / SOP's.

**F.** Uniforms may not be worn other than while on duty for Westampton Township, or during the performance of police duties approved by the Chief of Police. Safety equipment and uniforms must be worn as prescribed by the Township. All safety and health rules must be followed.

**G.** If appointed after January 1 of any year of this Agreement, full-time sworn employees shall receive a pro-rated share of the aforementioned clothing allowance and uniform maintenance allowance for that fiscal year based on their date of hire.

**H.** Newly appointed detectives shall receive a one-time additional clothing allowance of \$500.00 for the purchase of civilian clothing.

**I.** If the Police Administration orders a change of uniform and/or required equipment, the initial cost of the changeover shall be borne by the Township. This shall be in fulfillment of the Township's contractual obligations under Article 11 with respect to clothing, uniforms, and related gear.

**J.** If the FOP desires a change in uniform or equipment other than suggested or mandated by the Chief of Police. After they present the requested change and received authorization for such change by the Chief of Police, then that changes costs are assumed by the employees.

**Article 18 - Sick Leave**

**A.** Permanent and provisional employees shall be entitled to eight (8) hours of sick leave credit for each month worked during the remainder of the contract year following full-time appointment, and one hundred and twenty (120) hours sick leave credit in each year thereafter.

Of those one hundred and twenty (120) hours, the employee shall have the option at the end of each year of selling unused hours back to the Township at half pay, or carrying them over to the next year see section D.

**B.** Sick leave is defined as absence from work because of illness or accident.

**C.** An employee who is absent due to illness for three (3) or more consecutive days, or more than four (4) days in a two (2) week period shall not be permitted to return to work without a doctor's excuse.

**D.** No sick days shall be paid upon separation from employment with Westampton Township except upon retirement. Upon retirement the Township shall reimburse employees for one-half (½) of their accumulated sick leave in an amount not to exceed 360 hours pay or 720 hours half pay. Retirement in this context means the receipt of retirement benefits in accordance with the State Pension System.

**E.** Effective January 1, 2011 an annual sell back of accrued sick time is established to supplement and clarify section A. If an employee has a minimum accrual of five hundred hours (500) and would maintain the minimum of five hundred (500) hours after a voluntary annual sell back of sick time the employee may sell back up to sixty (60) hours of sick time per year.

**Article 19 - Vacation Leave**

**A.** All full-time employees shall be entitled to vacation on January 1st following the date hired and any subsequent January 1st. Vacation time shall be taken between January 1st and December 31st in the year that it becomes due. The amount of vacation time earned shall be determined from the following schedule in accordance with service time:

Effective January 2011

1. Less than one (1) full year of service: 12 hours for each full month served, up to a maximum of one hundred eight (108) hours, rounded off to the nearest full day as of January 1st of the following year.
2. One (1) through four (4) full years of service: One hundred thirty two (132) hours vacation.
3. Five (5) to nine (9) full years of service: one hundred sixty eight (168) Hour's vacation.
4. Ten (10) to fourteen (14) full years of service: two hundred and four (204) hours vacation.
5. Fifteen (15) or more full years of service: two hundred forty (240) hours vacation.

**B.** Carryover: Officers may carry over 60 hours of vacation into the next-following year. Time carried over must be used by June 30 of the next-following year or it will be lost; provided, however, that the Chief in his discretion may grant permission to allow an employee to use carryover time up to September 30.

C. The amount of useable vacation shall be provided to each officer by January 15<sup>th</sup>.

**Article 20 - Detectives**

Any member of the Police Department with at least two (2) years' experience full-time (or part time adjusted in accordance with Article 21, Section B of this Agreement) with the Police Department is eligible for appointment to detective. Once appointed, the individual serving as detective shall receive a salary equal to the salary received as a patrolman with advances in rate as if the detective had remained a patrolman.

**Article 21 – Discipline**

A. Discipline:

1. All disciplinary matter in the police department shall be in compliance with The Attorney Generals Guidelines.
2. No permanent employee shall be disciplined, demoted, suspended, or discharged without just cause.
3. Any such discipline or discharge proceeding shall be processed in accordance with the law, the AG's guidelines, the policies of the department, and the collective bargaining agreement.
4. Employees shall have the right to counsel, Union Representation, and the rights as defined by the courts and law including but not limited to The Law Enforcement Officers Protection Act, "Weingarten", "Laudermill", and "Garrity" decisions.

B. Suspensions:

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1. Any member disciplined for any departmental charges shall be entitled to a hearing for any discipline that could lead to a loss of salary, position, fine, or suspension. Nothing in this agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

C. Appeals:

1. All appeals of disciplinary action shall comply with applicable laws.
2. Minor Discipline (5 days suspension or under) shall be appealable through the Grievance procedure with PERC.
3. Major discipline (in excess of 5 days suspension) may be appealed through the proper agency or courts of specific jurisdiction. They may not be appealed through PERC.
4. Written Reprimands are not appealable to PERC but are appealable through Grievance Steps up to the Level 4 the Township Committee
5. Counseling Notices are non-disciplinary actions.

**Article 22 - Severance Agreement**

A. Upon separation from employment with Westampton Township under the terms of this Agreement, vacation pay shall be provided for the current year on a pro-rata basis. Time served from January 1st through the last day worked shall be counted only for full months of service. When calculated, the number of days earned shall be rounded to the next full day for any fractional portion earned. This amount shall be included in the severing Employee's final

paycheck. This benefit shall be paid to the Employee's spouse or their estate in the event of the Employee's death prior to receipt of said benefit.

**B.** Upon separation from service by retirement or death the sick leave accrued bank shall be in accordance with Article 18 of this agreement.

**Article 23 - Miscellaneous**

**A.** Fully Bargained-for Provisions

This Agreement represents the totality of the understanding and agreements reached between the parties and it is the intent of the parties that during the term of this Agreement, that neither Township nor employee shall be required to negotiate or re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be governed by the provisions hereof.

**B.** Further, if no agreement is reached before December 31, 2014 for the next contract term, the terms of this Agreement shall remain in force until such time as the next Agreement is signed. When the next Agreement is signed, all terms and benefits shall be retroactive to January 1, 2015, unless the parties agree otherwise.

**C.** Notice

All notices required to be given by this Agreement shall be given to the following entities:

1. Township - Township Clerk

2. Lodge #147 - The President, the name of whom shall be supplied to the Township Clerk on an annual basis.

**D. EMT Certification**

The parties stipulate that the Township's current policy is that any police officer with EMT certification will not be assigned to an ambulance or other emergency medical vehicle (other than a police car) to perform EMT duty. (However, a police officer can be assigned to perform police duty on such vehicles.) If that policy changes in the future to require police officers with EMT certification to be assigned to an ambulance or other emergency medical vehicle (other than a police car) to perform EMT duty, the Township agrees to add \$500 to the annual base pay of all Police Officers with EMT certification.

**Article 24 - Use of Personal Property**

When using a personally owned vehicle on any Township business with prior approval, except in the event of an emergency, an employee shall be reimbursed for the use of such vehicle at the per mile rate established by the Internal Revenue Service for business use of personal vehicles. In matters such as, but not limited to, Court and schooling, the provisions of this Article shall apply if a Township vehicle is unavailable.

**Article 25 - Savings Clause**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event that any clause or clauses shall be finally determined to be in violation of any law, then in such event such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and

unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in which offending language may appear. Therefore, a renegotiation of the violated clause shall commence immediately to rectify the situation.

**Article 26 - Survivors Benefits**

In the event of the death of a member of the Westampton Township Police Department, the Township agrees to assist Lodge #147 with ensuring that all viable benefits and moneys are transferred to said member's spouse or estate. If a unit member expires while in the performance of his/her duties for Westampton Township Police Department, the Township will comply with the mandatory provisions of N.J.S.A. 34:15-13; as well as providing a payment of one thousand dollars (\$1,000.00) to the family of the deceased officer to help pay for the funeral expenses.

**Article 27 - Communicable Diseases**

- A. The "Westampton Township Blood borne Pathogens Employee Exposure Control Plan" and the "Westampton Township Police Exposure Control Plan" are incorporated herein by reference
  
- B. An officer who has reported an exposure to a blood borne pathogen or communicable disease in accordance with the "Westampton Township Blood borne Pathogens Employee Exposure Control Plan" and the "Westampton Township Police Exposure Control Plan" may rely upon said report to establish causation should the officer later develop a medical condition arguably related to the blood borne pathogen or communicable disease that he reported. Said report shall be sufficient to demonstrate the job-related nature of the medical condition unless the Township produces evidence that the condition arose from non-job related sources.

**Article 28 - Term and Renewal**

This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect through and including December 31, 2014. If no further agreement is negotiated between the parties, the terms and conditions of employment shall be as set forth in the Township Code, Ordinances, and Motions, and State and Federal Law, and the Policy Manual. The parties shall commence negotiations for the purpose of determining the terms and conditions of employment for the year(s) after the expiration of this Agreement in accordance with existing state law.

Westampton Police Lodge #147

Township of Westampton

Fraternal Order of Police

By: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Appendix “A” Salaries**

The following salary guide has been adopted for this contract based on economic crisis that presently exists. Employees who are in the Step guide levels and who have not reached “top pay” of the salary scale will receive the increase to the next step on their anniversary date of employment with the Police Department, which is the only financial increase in salary for each year of this agreement. Those employees in the Step guide will proceed to the next Step automatically throughout the length of this agreement.

Employees who are at “top pay” of the salary guide or reach “top pay” during this contract will receive the increases as of January 1<sup>st</sup> of each year of the agreement once at “top pay”.

The salary increase by percentage for “top pay” includes the following:

2010	2011	2012	2013	2014
0%	2.25%	2.5%	2.5%	2.75% (2% average for 5 years)

**TIER I**

**Patrolman hired prior to January 1<sup>st</sup>, 2010**

	2010	2011	2012	2013	2014
Step 1 (0-1 year)	46,564	46,564	46,564	46,564	46,564
Step 2 (1 <sup>st</sup> full yr.)	52,632	52,632	52,632	52,632	52,632
Step 3 (2 <sup>nd</sup> full yr)	57,224	57,224	57,224	57,224	57,224
Step 4 (3 <sup>rd</sup> full yr)	61,813	61,813	61,813	61,813	61,813
Step 5 (4 <sup>th</sup> full yr)	66,403	66,403	66,403	66,403	66,403
Step 6 (5th full yr)	70,995	72,592	74,407	76,267	78,364

**TIER II**

**Patrolman hired after January 1<sup>st</sup>, 2010**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Academy	31,000	31,000	31,000	31,000	31,000
Probation	35,000	35,000	35,000	35,000	35,000
(After the one year probation then the steps start at Step 1)					
Step 1 (1 <sup>st</sup> full yr)	46,564	46,564	46,564	46,564	46,564
Step 2 (2 <sup>nd</sup> full yr)	52,632	52,632	52,632	52,632	52,632
Step 3 (3 <sup>rd</sup> full yr)	57,224	57,224	57,224	57,224	57,224
Step 4 (4 <sup>th</sup> full yr)	61,813	61,813	61,813	61,813	61,813
Step 5 (5 <sup>th</sup> full yr)	66,403	66,403	66,403	66,403	66,403
Step 6 (6 <sup>th</sup> /Top)	70,995	72,592	74,407	76,267	78,364

**Sergeants**

The Sergeants pay step scale was modified from a three step program to a 2 step program effective January 1, 2012

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Step 1	76,756	78,483			
Step 2	81,212	83,039			
Step 3	85,666	87,593			
Step 1			85,115	87,243	89,642
Step 2			89,783	92,028	94,559

**APPENDIX "B"**

Separation Agreement

Between the Fraternal Order of Police and Township of Westampton

The Township of Westampton, in the calculation of the \_\_\_\_\_ annual budget, and after taking into consideration financial restraints placed on the budget, tax increases by the State of New Jersey, and the diminished state financial aid, declared a financial crisis. Those financial crises led to the "lay off" of \_\_\_\_\_ Officer (s) from the Police Department as of \_\_\_\_\_

The Township of Westampton recognizes that the Officers that were to be laid off were and are dedicated Police Officers in good standing with the Police Department and the Township of Westampton. The Township of Westampton also recognizes that if not for the financial crisis imposed upon the Township the Police Officers would still be employed by the Township.

Therefore; the Township of Westampton agrees to the following as it relates to Officer (s) \_\_\_\_\_: \_\_\_\_\_:

1. If the Township of Westampton is able to re-establish the \_\_\_ Officers' positions in the Police Department, between \_\_\_\_\_ and \_\_\_\_\_, the above-named officer (s) shall be given first chance and opportunity to return to full employment with the Borough, pursuant to N.J.S.A. 40A:14-143
2. The Officers would suffer no diminished benefit for the length of time of the "lay off" period, including but not limited to the following: Salary level, Health Benefits, Vacation time, Sick time, Holidays, and Seniority.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Mayor

Municipal Clerk / Administrator

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Officer \_\_\_\_\_ Officer \_\_\_\_\_

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F.O.P. President \_\_\_\_\_ Chief of Police \_\_\_\_\_

3-21-11

## Appendix "A" Salaries

The following salary guide has been adopted for this contract based on economic crisis that presently exists. The additional Steps were created to take into consideration the 2% tax cap levy imposed on the Township in the budgetary process. The additional Steps go from Anniversary date up to Step 6 to a January date for increase for Step 7,8,9.

Employees who are in Tier I of the Step guide levels and who have not reached "top pay" which is to be considered Step 6 in 2011 of the salary scale will receive the increase to the next step on their anniversary date of employment with the Police Department, which is the only financial increase in salary for each year of this agreement. Those Tier I employees in the Step guide will precede to the next Step automatically through out the length of this agreement. Any employee in Tier I who has reached Step 6 will then go to the January 1<sup>st</sup> of each year as pay increase date. Tier II employees go to next Step on Anniversary date.

The salary increase by percentage for "top pay" includes the following:

2010	2011	2012	2013	2014
0%	2.25%	2.5%	2.5%	2.75% (2% average for 5 years)

**TIER I**

**Patrolman hired prior to January 1<sup>st</sup>, 2010**

(Increase on Anniv)	2010	2011	2012	2013	2014
Step 1 (0-1 year)	46,564	46,564	46,564	46,564	46,564

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Step 2 (1 <sup>st</sup> full yr.)	52,632	52,632	52,632	52,632	52,632
Step 3 (2 <sup>nd</sup> full yr)	57,224	57,224	57,224	57,224	57,224
Step 4 (3 <sup>rd</sup> full yr)	61,813	61,813	61,813	61,813	61,813
Step 5 (4 <sup>th</sup> full yr)	66,403	66,403	66,403	66,403	66,403
Step 6 (5 <sup>th</sup> full yr Top Pay Increase on January 1 <sup>st</sup> .)	70,995	72,592	72,592	72,592	72,592
Step 7 (6 <sup>th</sup> full yr)			74,407	74,407	74,407
Step 8 (7 <sup>th</sup> full yr)				76,267	76,267
Step 9 (8 <sup>th</sup> full yr)					78,364

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**TIER II**

**Patrolman hired after January 1<sup>st</sup>, 2010**

	2010	2011	2012	2013	2014
Academy/	31,000	31,000	31,000	31,000	31,000
Probation	35,000	35,000	35,000	35,000	35,000

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(After the one year probation then the steps start at Step 1)

Step 1 (1 <sup>st</sup> full yr)	46,564	46,564	46,564	46,564	46,564
Step 2 (2 <sup>nd</sup> full yr)	52,632	52,632	52,632	52,632	52,632
Step 3 (3 <sup>rd</sup> full yr)	57,224	57,224	57,224	57,224	57,224
Step 4 (4 <sup>th</sup> full yr)	61,813	61,813	61,813	61,813	61,813
Step 5 (5 <sup>th</sup> full yr)	66,403	66,403	66,403	66,403	66,403
Step 6 (6 <sup>th</sup> /Top)	70,995	72,592	72,592	72,592	72,592
Step 7 (7 <sup>th</sup> full yr)			74,407	74,407	74,407
Step 8 (8 <sup>th</sup> full yr)				76,267	76,267
Step 9 (9 <sup>th</sup> full yr)					78,364

**Sergeants**

Westampton Fop Lodge 147 Collective Agreement with Westampton Township NJ

The Sergeants pay step scale was modified from a three step program to a 2 step program effective January 1, 2012

	2010	2011			
Step 1	76,756	78,483			
Step 2	81,212	83,039			
Step 3	85,666	87,593			
			2012	2013	2014
Step 1			85,115	87,243	89,642
Step 2			89,783	92,028	94,559

