

**COLLECTIVE BARGAINING AGREEMENT**

between the

**WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICER ASSOCIATION**

and the

**TOWNSHIP OF WILLINGBORO**

**WHEREAS**, the **Township of Willingboro** is a public body politic and corporate formed as the Constabulary of Wellingborrow on November 6, 1688; and further incorporated as Willingborough Township on February 21, 1798, pursuant to "An Act incorporating the Inhabitants of Townships, designating their Powers, and regulating their Meetings", P.L.1798, p. 289; the name was changed, pursuant to a referendum held November 3, 1959, to Levittown Township; the name was further changed, pursuant to referendum held November 12, 1963, to Willingboro Township, as recorded in P.L. 1963, p. 1167; the said Township of Willingboro being governed generally by the provisions of Title 40 of the New Jersey Revised Statutes and specifically pursuant to the Council-Manager plan of "An act concerning municipalities, providing a plan for optional charters and for the manner of adoption and effect thereof", otherwise known as "The Optional Municipal Charter Law", L. 1950, c.210, and the acts amendatory thereof and supplemental thereto, and

**WHEREAS**, the **Township Council of the Township of Willingboro** is the duly constituted and elected Governing Body of the Township of Willingboro, and

**WHEREAS**, the **Willingboro Special Law Enforcement Officers Association** is a duly constituted and recognized bargaining unit and representative of certain employees, as set forth in this Agreement, and

**Whereas**, the parties have negotiated the terms and conditions of a new agreement, to be effective as of July 1, 1992,

**NOW THEREFORE**, in consideration of the mutual promises contained herein

**THIS AGREEMENT** is made and entered into this 7th day of July 1992, by and between the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO**, a

body corporate and politic, hereafter referred to as the "Township"; and **WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION**, hereafter referred to as the "Association";

**1. GENERAL PURPOSE:** This Agreement is entered into in order to promote harmonious relations between the Township and the Association, 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 resulting from collective bargaining.

**2. NON-DISCRIMINATION:** The Township and the Association agree that all provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex, marital status or political affiliation or membership or legitimate activity in the Association. 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 Association membership.

**3. RECOGNITION OF BARGAINING UNIT:** The Township recognizes, during the term of this Agreement, the Association as the sole and exclusive collective negotiating representative for part-time Special Law Enforcement Officers employed by the Township. Specifically excluded are all other employees of the Township, including School Traffic Guards, Animal Control Officers, employees of the Inspections Department, or those assigned to conduct the annual dog census any of whom may be designated as "Special Law Enforcement Officers - Class 1" in order to enable them to carry out their duties.

**4. MANAGEMENT RIGHTS:** The Township shall have the right to determine all matters concerning the management or administration of the Police Department, including the Special Law Enforcement Officer function, subject to the provisions of this Agreement.

## 5. GRIEVANCE PROCEDURE:

- 5.1. 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 Personnel are not subject to the grievance procedure. Suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are subject to the grievance procedure.
- 5.2. No settlement of a grievance shall contravene the provisions of this Agreement.
- 5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.
- 5.4. An aggrieved person must verbally present the grievance to the Division Commander 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 Association.
- 5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, 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 Association. The Chief of Police, or the designated representative of the Chief of Police shall meet with the aggrieved person, the President of the Association 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 Association.
- 5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 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 Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 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 Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the aggrieved person 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 Association.

- 5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Association may, within ten (10) days after the decision of the Township Manager or, if no decision has been made, within ten (10) days after the 30th day next following the date the grievance was served on the Township Manager, 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 cost of the arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the costs it incurs in the production of testimony or evidence.
- 5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. **SALARY:** The schedule below is established as the hourly rates in effect for Special Law Enforcement Officers of the Township of Willingboro during the term of the Agreement:

	Year 1	Year 2	Year 3
Uncertified	\$ 5.05*	\$ 5.05*	\$ 5.05*
Certified - Class 1	\$ 8.10	\$ 8.45	\$ 8.95
Certified - Class 2	\$ 9.35	\$ 9.70	\$ 10.20

\* The hourly rate established for "Uncertified" Special Law Enforcement Officers is fixed at the minimum wage established by law. In the event that the minimum wage rate is changed, the rate established in this Agreement for "Uncertified" Special Law Enforcement Officers shall automatically be changed to comply with the minimum wage rate provided by law.

- 6.1. A "Certified - Class 1" or a "Certified - Class 2" Special Law Enforcement Officer shall be defined to mean a Special Law Enforcement Officer who has satisfactorily completed the required Police Training Course approved by the New Jersey Police Training Commission and who has been Certified as a "Class 1" or "Class 2" Special Law Enforcement Officer and who is actually employed by the Township in the specific class.
- 6.2. Supervisory Incentive. Any Special Law Enforcement Officer designated with the rank "Corporal" or above and assigned to Supervisory Duties shall receive an additional \$.25 per hour while so assigned. Effective January 1, 1993, the Supervisory Incentive shall be increased to \$.35 per hour while so assigned.
- 6.3. Payment of Wages. The wages of Special Law Enforcement Officers shall be paid on the 15th and last day of each month, based on payroll records submitted to the Township Treasurer one week in advance of the payday. Any paycheck not claimed on the payday will be mailed on the next business

day to the home address of the Special Law Enforcement Officer as shown on the records maintained in the office of the Township Treasurer.

- 6.4. Canceled Assignments. Whenever a Special Law Enforcement Officer reports for duty in accordance with an assignment and learns after reporting for duty that the assignment has been cancelled and that the services of the Special Law Enforcement Officer are not required for some other duty assignment in replacement at the same time, then that Special Law Enforcement Officer shall be entitled to compensation for two (2) hours as if those two (2) hours have been worked.
- 6.5 For the purposes of this Agreement, Year 1 shall begin on July 1, 1992, and shall end on June 30, 1993; Year 2 shall begin on July 1, 1993, and shall end on June 30, 1994; and Year 3 shall begin on July 1, 1994, and shall end on June 30, 1995.

7. **HOLIDAYS:** If any member of the Association shall work on MEMORIAL DAY or on INDEPENDENCE DAY, that employee shall be compensated at the rate of two (2) times the applicable rate.

8. **UNIFORMS AND CLEANING ALLOWANCE:**

- 8.1 Special Law Enforcement Officers shall be supplied by the Township with uniforms which shall be worn while on duty in accordance with Police Department Regulations.
- 8.2 The Township agrees to provide the Special Law Enforcement Officers with a cleaning allowance for the cost of maintaining the uniforms in the amount of Two Hundred dollars (\$200.00) per year which shall be paid in the following manner: the sum of Fifty dollars (\$50.00) shall be paid for each quarter of the contract year, payable in the months of September, December, March and June.
- 8.3 As of the second year of this agreement, beginning July 1, 1993, the Uniform and Cleaning Allowance shall be increased to Two Hundred Twenty-five dollars (\$225.00) per year, payable in equal quarterly installments for each quarter of the contract year, payable in the months of September, December, March and June..
- 8.4 As of the third year of this agreement, beginning July 1, 1994, the Uniform and Cleaning Allowance shall be increased to Two Hundred Fifty dollars (\$250.00) per year, payable in equal quarterly installments for each quarter of the contract year, payable in the months of September, December, March and June.
- 8.5 No payment of the Uniform and Cleaning Allowance shall be made for any calendar quarter in which the Special Law Enforcement Officer does not work as a Special Law Enforcement Officer for the Township of Willingboro.

9. **BULLETPROOF VEST ALLOWANCE:**

- 9.1 The Township agrees to pay to any Special Law Enforcement Officer an allowance for the purchase and maintenance of a bulletproof vest in the amount of Fifty dollars (\$50.00) per year.

- 9.2 As of the second year of this Agreement, beginning July 1, 1993, the Bulletproof Best Allowance shall be increased to Seventy-five dollars (\$75.00) per year.
- 9.3 Any Special Law Enforcement Officer submitting a request for this allowance shall also submit proof that a bulletproof vest has actually been purchased.
- 9.4 The annual payments shall thereafter be made during the month of July to those Special Law Enforcement Officers in the employ of the Township as of July 1st of the applicable year who have submitted the requests for the allowance and who have qualified for the payment of the allowance as of July 1st of that year.
- 9.5 Any Special Law Enforcement Officer who receives an allowance under this provision shall be required to wear the vest at all times when on duty, in accordance with the Rules and Regulations of the Willingboro Police Department.
- 9.6 In the event that the Township determines that it is in the interest of the Township to provide a bulletproof vest to Special Law Enforcement Officers, then the Bulletproof Vest Allowance shall be discontinued.

**10. INSURANCE:** In accordance with applicable laws and regulations, Special Law Enforcement Officers shall be covered for worker's compensation; unemployment and social security. Any Special Law Enforcement Officer who is not covered by a medical and hospitalization insurance plan thru another employer shall be eligible to participate in the Blue Cross and Blue Shield, or comparable plan, available to Township employees. That participation shall be solely at the expense of the Special Law Enforcement Officer and shall require no contribution or expense on the part of the Township. The premium charged to the Special Law Enforcement Officer shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

**11. 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 or regulation is passed or there is any judicial decision which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation, regulation or judicial decision and the appropriate action to be taken as a result thereof. No modification or vacation of any term or condition of employment established

in this Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this Agreement.

**12. REPLACEMENT OF LOST PERSONAL PROPERTY:** The Township agrees to compensate an employee for damage to, or loss of, prescription lenses and frames 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 dollars (\$75.00).

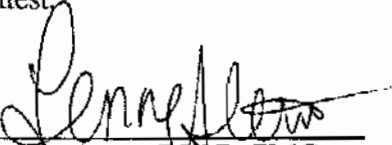
**13. COMPENSATION DURING TRAINING AND REIMBURSEMENT OBLIGATION:** Special Law Enforcement Officers assigned for training shall be compensated at their applicable hourly rate for time spent in training. Any Special Law Enforcement Officers who resigns within one (1) year after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for the full costs of training. Any Special Law Enforcement Officers who resigns after one (1) year but within two (2) years after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for one half of the costs of training. For the purposes of this provision the costs of training shall include any physical or psychological examinations, tuition and costs at the police academy or other training facility and salary paid during the period of training. This reimbursement obligation shall not be applicable where the employment of the Special Law Enforcement Officer has been terminated by the Township or where the Special Law Enforcement Officer has been appointed as a full time police officer in the Township of Willingboro.

**14. TERM OF AGREEMENT:** This Agreement shall be in full force and effect from July 1, 1992, through June 30, 1995, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to March 1, 1995, or prior to March 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

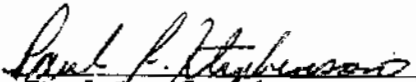
date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

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

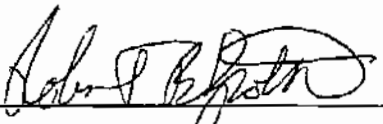
Attest:

  
\_\_\_\_\_  
Lenore Stern, RMC, CMC  
Township Clerk

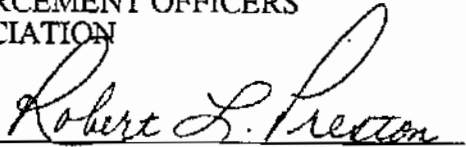
TOWNSHIP OF WILLINGBORO

By:   
\_\_\_\_\_  
Paul L. Stephenson  
Deputy Mayor

Attest:

  
\_\_\_\_\_  
Secretary

WILLINGBORO SPECIAL LAW  
ENFORCEMENT OFFICERS  
ASSOCIATION

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