

RESOLUTION NO. 2008 - 103

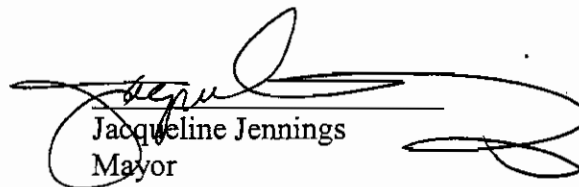
A RESOLUTION AUTHORIZING MAYOR AND  
CLERK TO SIGN CONTRACT WITH FRATERNAL  
ORDER OF POLICE LODGE #38


WHEREAS, the Fraternal Order of Police, Lodge #38 and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is proper to formally authorize the execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 8<sup>th</sup> day of July, 2008 that;

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2010
- B. The Mayor and Clerk are hereby authorized and directed to execute The agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP, Lodge, #38, for his information and attention.

  
Jacqueline Jennings  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Ramsey	<input checked="" type="checkbox"/>			
Dep. Mayor Stephenson				<input checked="" type="checkbox"/>
Mayor Jennings	<input checked="" type="checkbox"/>			

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**FRATERNAL ORDER OF POLICE, LODGE NO. 38**

**and the**

**TOWNSHIP OF WILLINGBORO**

**for the period**

**JANUARY 1, 2007 – DECEMBER 31, 2010**

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**This Agreement**, is made and entered into this **eighth** day of **July, 2008** 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 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 laws against discrimination. All references in this Agreement to employees of the male gender have been used as a matter of 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 purpose 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 employed by 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 and New Jersey Law.
- 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, 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.
  - 5.2 Left Blank
  - 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 immediate supervisor 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 immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety and to the President of Lodge.
- 5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety with seven (7) days after the decision is rendered or after the expiration of the seven (7) 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 Director of Public Safety or the designated representative of the Director of Public Safety 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 Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies, to the Township Manager and the President of the Lodge.
- 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 seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) 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 Director of Public Safety 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 representation of the Lodge designated by the Lodge in an attempt to adjust the matter within twenty-one (21) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Lodge.
- 5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Lodge may, within seven (7) days after the decision of the Township Manager or within seven (7) days after 22<sup>nd</sup> 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 the 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 cost 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.

- 5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled unless otherwise set timeframes are extended or modified by mutual written agreement.

## **6. Minor Disciplinary Action:**

- 6.1. A Minor Disciplinary Action, as used in this Agreement, is defined in accordance with law as a disciplinary action against a public employee that results in a penalty that may not be appealed in accordance with the proceedings and regulations within the jurisdiction of the New Jersey Department of Civil Service.
- 6.2. A Minor Disciplinary Action is initiated within the Police Department in accordance with procedures established within the Police Department and subject to review and determination by the Director of Public Safety.
- 6.3. If the employee who is the subject of Minor Disciplinary Action is not satisfied with the decision of the Director of Public Safety, that employee may appeal the Minor Disciplinary Action to the Township Manager within seven (7) days after the decision is rendered, in writing, by the Director of Public Safety. The appeal shall include a copy of the written decision of the Director of Public Safety and such written information as the employee may wish to submit in support of his or her appeal. A copy of the written appeal of the Minor Disciplinary Action shall be served by the employee upon the Director of Public Safety at the same time that it is filed with the Township Manager. The Director of Public Safety shall have seven (7) days to submit any additional information that the Director of Public Safety deems relevant to the Township Manager with a copy to be provided to the employee. The Township Manager, or the designated representative of the Township Manager, shall meet with the employee and the Director of Public Safety, or his designated representative and any representative of the Lodge designated by the Lodge in order to review the circumstances that led to the Minor Disciplinary Action. The Township Manager shall render a decision, in writing, with copies to the employee, the Director of Public Safety, and the President of the Lodge, within twenty-one (21) calendar days after the meeting with the employee and the Director of Public Safety. The decision of the Township Manager on the Minor Disciplinary Action shall be final. Nothing herein shall preclude the employee from seeking redress through the New Jersey Court System.

**7. Private Legal Counsel:** 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 directly related to the lawful exercise of police powers in the

performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

- 7.1 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. The membership of the panel shall be reviewed annually by the parties to determine the status of panel members. 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 that 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.
- 7.8 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.

- 7.9 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 will 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 term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.
- 7.10 The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4. The indemnification and defense provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

**8. Salary:**

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro.

		2007	2008	2009	2010
	A1	38,606	47,500	47,500	47,500
	A2	46,177	50,000	50,000	50,000
	B	49,703	53,500	53,500	53,500
	C	52,883	57,500	57,500	57,500
	D	55,912	62,000	62,000	62,000
	E	58,940	67,000	67,000	67,000
	F	66,213	72,500	72,500	72,500
	G	71,700	76,500	81,500	85,500
8 years	G1	72,200	77,100	82,100	86,200
12 years	G2	72,700	77,600	82,600	86,700
16 years	G3	73,200	78,100	83,100	87,200
20 years	G4	73,700	78,600	83,600	87,700

- 8.1 The salary fixed for A-1 shall be applicable to the period after the individual has completed the training required for the position and has been fully certified as a police officer by the New Jersey Police Training Commission or the Recognized Authority and shall continue for a period of six (6) months; and the salary fixed for A-2 shall begin after the six (6) months provided at level A-1 and shall continue for an additional six (6) months.
- 8.2 It is understood and agreed that the lettered positions in the above schedule represent calendar year increments. Employees will be paid the annual salary rate for that calendar year, corresponding with their designated lettered position, as referenced in paragraph #8, with the exception of those employees that reach the designated lettered position of "B" on or between October 1 and December 31. Those



employees, that reach the designated lettered position of "B" on or between October 1 and December 31, in any calendar year, will not receive their first calendar year increment until the first day of the second year subsequent to reaching the designated lettered position "B".

It is understood and agreed upon that an employee advancing through the lettered positions above shall continue advancement through the term of this agreement and thereafter, excluding an agreement that will supersede this agreement between the parties.

- 8.3 For the purposes of this Agreement a Police Recruit is defined as an individual who has been hired by the Township of Willingboro to fill a position as a Police Officer but has not completed the training required for the position and has not been fully certified as a police officer by the New Jersey Police Training Commission or the Recognized Authority. As set forth in Section 3 of this Agreement, a Police Recruit is not included within the bargaining unit covered by this Agreement and the salary of a Police Recruit is not covered by this Agreement.
- 8.4 All annual salaries, as represented above, reflect the annual salary which is divided by the number of paydays established by the township. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours
- 8.5 Where the positions G1, G2, G3, and G4 are included in the above salary schedule, the salary fixed for G1 shall be applicable after the member has completed eight years of service. The salary fixed for G2 shall be applicable after the member has completed twelve years of service. The salary fixed for G3 shall be applicable after the member has completed sixteen years of service. The salary fixed for G4 shall be applicable after the member has completed twenty years of service.

**9. 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 order to qualify for educational incentive payments, the credits must have been earned while employed by the Township by a police officer matriculated in a police science or criminal justice degree program in an accredited institution, in accordance with the following provisions:

- 9.1. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00)
- 9.2. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;
- 9.3. Payments shall be made for up to ninety (90) credits, 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.

- 9.4. The maximum eligibility shall be for one hundred twenty (120) credits.
- 9.5. 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 section 9.7. herein.
- 9.6. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and ninety (90) credits.
- 9.7. 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 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.
- 9.8. The educational incentive payment shall be payable annually in December of each year.
- 9.9. The Township does agree to pay tuition for police officers unable to obtain other funding, subject to budget appropriation limits.

#### **10. Holidays:**

- 10.1 Holiday pay shall be included in the base pay of all members, 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. Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. 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.
- 10.2 Members shall alternate having either Thanksgiving or Christmas as a regular day off. Should a member's shift be changed by the Department, that member will not be scheduled to work the same holiday multiple years in a row. Additionally, no

member will be granted compensatory, personal or vacation leave on the day of the Township's Independence Day Fireworks Celebration, so long as there is a Fireworks Display.

**11. Vacation Leave:** The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

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

11.1.1. One hundred forty-four (144) hours (18 days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.1.2. One hundred sixty-eight (168) hours (21 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.

11.1.3. Two hundred eight (208) hours (26 days) during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

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

11.2.1. One hundred fifty (150) hours (fifteen [15] days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2. One hundred seventy (170) hours (seventeen [17] days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.2.3. Two Hundred ten (210) hours (twenty-one [21] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3. For employees on an eleven and one-half hour (11 1/2) hour shift;

11.3.1. One hundred thirty-eight (138) hours (12 days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.3.2. One hundred sixty-one (161) hours (14 days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.3.3. One hundred ninety-five and one-half (195.5) hours (17 days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

- 11.4 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job injury, the Township Manager may authorize that the accrued vacation leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31st of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31st of the year, in which the leave is earned, for a cash payment. Such payment shall be computed at the effective rate of pay when the affected leave was earned.

**12. Sick Leave:** The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

- 12.1 For employees on an eight (8) hour shift:
- 12.1.1 Eight (8) hours (one [1] day) per month of employment for each month in the first calendar year of employment.
- 12.1.2 One hundred twenty (120) hours (fifteen [15] days) per year thereafter.
- 12.2 For employees on a ten or more hour shift:
- 12.2.1 Ten (10) hours (one [1] day) during the first three months and ten (10) hours (one [1] day) each month thereafter in the first calendar year of employment.
- 12.2.2 One hundred twenty (120) hours (twelve [12] days) per year thereafter.
- 12.3 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.
- 12.4 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 Director of Public Safety 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.

- 12.5 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.
- 12.6 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work or when an employee must attend to an immediate family member who is unable to take care of themselves due to a medically verified disabling illness. For the purpose of this provision, the term "immediate family member" shall be limited to spouse, child, parent of the employee or to a family member who resides and is immediately dependant on the employee for their well-being. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

**13. 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, at the option of the employee, either [1] a cash payment in the amount of seven hundred fifty (\$750.00) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. If the employee elects to receive the days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than thirty-five hours of sick leave shall be eligible to receive an additional personal day for a total of four (4) personal days (or its hourly equivalent). This day shall require 24 hours advance notice that the employee intends to use the day. In addition, not more than two [2] uniformed patrol officers shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

**14. Accumulated Sick Leave:**

- 14.1 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 a lump sum payment within thirty (30) days after the date of retirement from the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years. In the event of an agreement for the payments to be made over a three (3) year period, 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 shall be paid on the second 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 after the date of the second annual payment.

- 14.2 Effective January 1, 2005 for members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Fifteen Thousand (\$15,000) Dollars.
- 14.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.
- 14.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

## **15. Cardiac Event:**

- 15.1 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.
- 15.2 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.
- 15.3 The medical examination shall be performed by members of a medical panel whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination on a rotating basis.
- 15.4 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 that is in or has a contractual relationship with the Township.

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

**16. Shooting Incident-Severe Traumatic Event:** An employee involved in a shooting incident or other severe traumatic incident involving a loss of life or a life-threatening injury will be provided with appropriate counseling and therapy, if required, as determined by a medical doctor selected by the employee from a panel of five persons mutually designated by the parties. If the parties cannot agree on such a panel within forty-five days from the date of the agreement, the panel shall be named by the Chief of Psychiatry at a local hospital or the President of the Burlington County Medical Association. The parties agree to annually review and mutually agree to the panel membership.

**17. Compensatory Time:** All employees covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the Fair Labor Standards Act. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, ten (10) hours or eleven and one half (11.5) hours, depending on whether the employee is on an eight (8) hour, ten (10) hour or an eleven and a half (11.5) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. Smaller segments of the accumulated compensatory time may be taken whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.

Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, provided that the accumulation has been approved by the Director of Public Safety or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

Police Officers who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080 hour work year by thirteen hours, shall receive thirteen hours of compensatory time annually. This time shall be granted at the rate of one hour per month January through November; two hours of compensatory time shall be granted in December.

Accumulated compensatory time may be utilized upon prior written request and approval of the Director of Public Safety or his designee. Approval will be based upon the needs of the Department and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

## **18. Uniform Allowances:**

- 18.1 **Cleaning:** The Township agrees to provide all employees covered under this Agreement with compensation for expenses incurred by the employees for the laundering, repair and /or dry cleaning of uniforms provided to the employee by the Township. Effective January 1, 2007 the payment shall be \$65.00 per month. Effective January 1, 2008 the payment shall be increased to \$70.00 per month. Effective January 1, 2009 the payment shall be increased to \$75.00 per month.

Effective January 1, 2010 the payment shall be \$75.00 per month. The payments established in this section shall be paid in a lump sum during the month of January of each year.

- 18.2 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 nine hundred fifty dollars as a plain clothes allowance.
- 18.3 The payments established in this section shall be paid in a lump sum during the month of January of each year. For those assigned to the investigative division for less than one full year, the annual payment specified in Section 18.2 shall be adjusted on a pro-rata basis. Any officer that is removed from the criminal bureau for promotional, discipline, or resignation, shall repay the annual payment specified in Section 18.2 on a pro-rata basis by December 31 of the year in which such action was taken.
- 18.4 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to irreparable damage. Effective January 1, 2009 the implementation of a Uniform Voucher System will provide each member up to \$400 for uniforms or equipment that the member requests. Each member regularly assigned to the Patrol Division will go to the uniform /equipment vendor that the Township has an account with. Each member will have an individual voucher account balance of \$400 per year to utilize as he/she requests.
- 18.5 Effective January 01, 2009 for members regularly assigned to the Investigative Division will be provided with a two hundred dollar (\$200.00) voucher for uniforms or equipment.

**19. Shift Differential:**

- 19.1 Officers regularly assigned to the shift that begins at 12:00 PM (noon) or is designated the middle shift shall be compensated for hours worked outside of the normal daytime working hours. Effective January 01, 2007 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary. Effective January 01, 2008 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary. Effective January 01, 2009 those assigned officers will be paid three percent (3.0%) over their base salary. Effective January 01, 2010 those assigned officers will be paid three percent (3.0%) over their base salary.
- 19.2 Officers regularly assigned to the shift that begins after 6:00 PM or is designated the overnight shift shall be compensated for hours worked outside of normal daytime working hours. Effective January 01, 2007 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary. Effective January 01, 2008 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary. Effective January 01, 2009 those assigned officers will be paid



three and one half percent (3.5%) over their base salary. Effective January 01, 2010 those assigned officers will be paid three and one half percent (3.5%) over their base salary.

- 19.3 These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

**20. Special Duty Assignments:**

- 20.1 All regular full time officers assigned to the police department canine division or crime prevention unit shall receive an annual salary adjustment of One Thousand One Hundred Dollars (\$1,100.00) pro rated for the period of time they are so assigned.
- 20.2 Officers assigned as Field Training Officers, shall receive twenty five (\$25.00) dollars per day for each day they are on duty and actually engaged in the field training of new officers. These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.
- 20.3 All regular full time officers assigned to the Police Department Emergency Medical Technician Unit will be compensated with overtime for the training classes needed to maintain the certification. Officers will only be paid overtime when they are scheduled to attend training classes on their scheduled day off.
- 20.4 All regular full time officers assigned to the Police Department Investigative Division shall receive an annual salary adjustment pro rated for the period that they are so assigned. Effective January 01, 2007 the adjustment shall be Two Thousand Two Hundred Fifty Dollars (\$2,250.00) over their base salary. Effective January 1, 2008 the adjustment shall be Three Thousand Dollars (\$3,000.00) over their base salary. Effective January 01, 2009 the adjustment shall be Four percent (4.0%) over their base salary. Effective January 01, 2010 the adjustment shall be Five percent (5.0%) over their base salary.
- 20.5 Effective January 01, 2007 all full time officers assigned to the police Department Investigative Division will be compensated with overtime if: member is held over on your regular shift for more than three (3) hours, member is called in to work on a non-duty week, member's duty callout is for three (3) hours or more, member is involved in a "major" event during your off time.

The salary adjustment set forth herein for those officers assigned to the investigative division and the crime prevention unit, are in recognition of the additional responsibilities and the need for those officers to be available at times when they would normally be off duty. Any overtime worked by the officers assigned to the investigative division or crime prevention unit shall be compensated in compensatory time or pay.

## 21. Left Blank

## 22. Overtime Pay:

- 22.1 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 by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 A member called in to work 4th of July, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1.5) times the member's hourly rate.

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

- 23.1 Effective August 1, 1997 the township portion of the cost for employee Health Insurance shall be limited to 100 percent of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage (the level shall be appropriate to the members health care needs). If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

- 23.2 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%.
- 23.3 Work Incurred Injury
- 23.3.1 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.
- 23.3.2 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Township may reasonably require the employee to present such certificates from time to time.
- 23.3.3 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and the findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- 23.3.4 For the purposes of this section, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.
- 23.3.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.
- 23.3.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.
- 23.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to

exceed the above noted amount annually. If a member drops his or her township coverage he or she may return at any time to the township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible. If the spouse becomes medicare eligible before the member the member must defer to single coverage.

- 23.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 23.4 of this Agreement, shall be entitled to continue to participate in the insurance coverage's set forth in paragraphs 23.1 Health Insurance, 23.2 (Group Dental) for the period calculated in Section 23.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost fifty percent (50%) as the Township would have paid for the retired member, i.e., up to and including the Parent / Child Plan if the member formerly had Family coverage; or up to Single coverage if the member formerly had Husband / Wife coverage. With the total premium limitation noted in Section 23.4. Refer to section 23.4 if the surviving spouse elects the Parent / Child Plan. If the surviving spouse has available health insurance through their own employment then the spouse shall not be entitled to participate in the Township insurance coverage; so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.
- 23.6 A member who retires from the department and who is not eligible for the coverage specified in Section 23.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage's, provided (1) the insurance company will allow the continuation of coverage; (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 Personnel or the Division of Pensions.
- 23.7 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 coverage's set forth in sections 23.1. (Health Insurance) and 23.2 (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 coverage's, 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.

- 23.8 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the Lodge. The Township shall review and discuss any proposed changes with the Lodge. In the event that the Lodge determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

**24. 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 February 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 employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be as noted below or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period. The amount of payment shall not exceed for 2007, \$3,500; for 2008, \$5,000; for 2009 \$5,500, for 2010 \$6,000; or 50% of the premium for the waived insurance coverage.

24.1 An employee who waives health / dental insurance coverage shall not be eligible for enrollment in the Township health insurance plans until the next open enrollment period; or, in the case of a life-altering event. At the time the employee shall make application to do so, and reimburse the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

**25. Leave of Absence for Death in Family:** An employee will be allowed the following time off in the case of the death of:

- 25.1 Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to four workdays within seven calendar days or 40 consecutive work hours.
- 25.2 Employees who need additional time beyond that provided in section 25.1 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time.

- 25.3 Uncle, aunt/nephew, niece, grandparent-in-law, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.
- 25.4 Employees who need additional time beyond that provided in Section 25.3 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

**26. Family Leave:** Employees shall be entitled to family leave benefits as provided by the 1993 Family and Medical Leave Act (FMLA)

**27. Replacement of Lost Personal Property:** The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with 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 Fifty (\$50.00) dollars for a wristwatch or One Hundred Twenty-five (\$125.00) dollars for prescription eyeglasses. .

**28. Working Out of Rank:** An employee who is assigned to duties normally assigned to a supervisor for a period in excess of thirty (30) consecutive days shall be paid at the rate of pay assigned to those supervisory duties for the time while so assigned.

**29. Administrative Time for Lodge President:** The Township agrees to allow the Lodge President to be released from his assigned duties for forty (40) hours during each calendar year. To the extent that the Lodge President does not use the allocated hours during a calendar year, up to fifteen (15) hours may be carried over into the next calendar year.

**30. Payroll Deduction of Lodge Dues:**

30.1 Dues of Members of the Lodge: The Township agrees to deduct the dues of members of the Lodge from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge agrees that any changes in the membership of the Lodge by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.

30.2 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a

Representation Fee in Lieu of Dues for services rendered by the Lodge in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section 29.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

### **31. Personnel Files:**

- 31.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Township under the direction of the Township Manager and may be used for evaluation purposes.
- 31.2 Upon advance notice and at reasonable times, any member of the Lodge may review his or her personnel file. The appointment for review must be made through the Township Manager or the designated representative of the Township Manager.
- 31.3 As per the Attorney General Guidelines regarding internal Affairs, only where a complaint is sustained would a copy of a minor infraction be placed in a personnel file. There is an understanding for the need to investigate citizen's complaints, but nothing other than a conviction for an infraction shall go in to the officer's personnel file. It is required by State Law to give the officer the benefit of the Attorney General's Guidelines.
- 31.4 Whenever a written complaint concerning an Officer or the actions of an Officer is to be placed in the personnel file, a copy shall be made available to the Officer and he or she shall have the opportunity to rebut it if so desired, with the rebuttal to be included in the personnel file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.
- 31.5 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file or the addition of materials to a personnel file without the authorization of the Township Manager or the Director of Public Safety shall subject all involved to appropriate disciplinary action.

**32. 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.

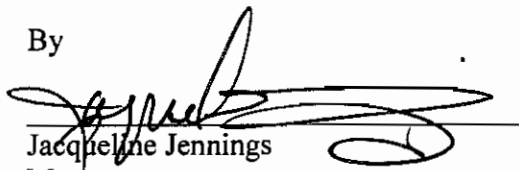
**33. Duty to Bargain:** The Township will not effect any changes to this Agreement or any changes that would effect the employee group under this Agreement without prior negotiations with the Lodge.

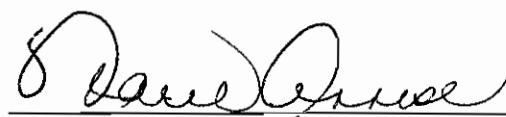
**34. Term of Agreement:** This Agreement shall be in full force and effect, **JANUARY 1, 2007 THROUGH DECEMBER 31, 2010** and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2010**, or prior to September 1 of the appropriate 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: TOWNSHIP OF WILLINGBORO

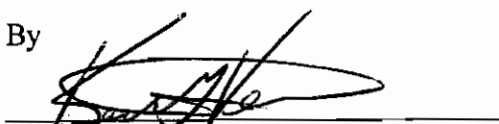
By

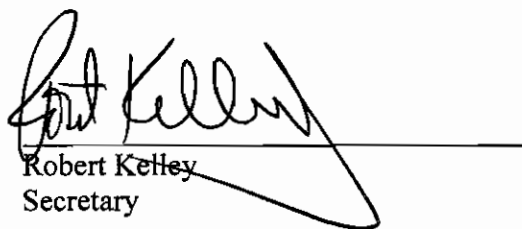
  
\_\_\_\_\_  
Jacqueline Jennings  
Mayor

  
\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

ATTEST: WILLINGBORO LODGE NO. 38  
FRATERNAL ORDER OF POLICE

By

  
\_\_\_\_\_  
Kevin Vernon  
President

  
\_\_\_\_\_  
Robert Kelley  
Secretary