

Res 126-1992

COLLECTIVE BARGAINING AGREEMENT

Between the

LAW ENFORCEMENT SUPERVISORS ASSOCIATION

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 1992 - DECEMBER 31, 1995

Final — September 8, 1992

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This Agreement, is made and entered into this 8th day of SEPTEMBER, 1992, by and between the Township Council of the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and the Law Enforcement Supervisors Association, hereafter referred to as "LESA";

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 LESA, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

2. **Non-Discrimination:** The Township and LESA agree that all provisions of this Agreement shall be applied equally to all employee members of LESA 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 LESA. 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 LESA membership.

3. **Recognition of Bargaining Unit:** The Township recognizes, in accordance with a 1992 ruling by the Public Employment Relations Commission, LESA as the sole and exclusive collective negotiating representative for full-time sworn police Sergeants, Lieutenants and Captains employed by the Township. Specifically excluded are the Chief of Police, Police Officers, Special Officers, Dispatchers, Animal Control Officers, School Traffic Guards, and all other employees of the Township.

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

5. **Grievance Procedure:**

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 Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

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 the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Commander 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 LESA.

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) days 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 LESA. The Chief of Police, or the designated representative of the Chief of Police shall meet with the aggrieved person, the President of LESA 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 LESA.

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 LESA. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of LESA designated by LESA 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 LESA.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, LESA may, within ten (10) days after the decision of the Township Manager or within ten (10) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of *N.J.A.C. 19:12-5.1 et seq.* The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

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

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 which results in a penalty which is not appealable 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 Chief of Police.

6.5. If the employee who is the subject of Minor Disciplinary Action is not satisfied with the decision of the Chief of Police, that employee may appeal the Minor Disciplinary Action to the Township Manager within five (5) days after the decision is rendered, in writing, by the Chief of Police. The appeal shall include a copy of the written decision of the Chief of Police 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 Chief of Police at the same time that it is filed with the Township Manager. The Chief of Police shall have ten (10) days to submit any additional information which the Chief of Police 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 Chief of Police, or his designated representative and any representative of LESA designated by LESA in order to review the circumstances which led to the Minor Disciplinary Action. The Township Manager shall render a decision, in writing, with copies to the employee, the Chief of Police, and the President of LESA, within thirty (30) days after the meeting with the employee and the Chief of Police. 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 LESA 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 LESA and the Township shall establish a panel of six (6) attorneys and that the members of LESA may select one from among those attorneys for their representation. Nothing herein shall prohibit a member from selecting an attorney not on the agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.

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 which are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

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 which 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*.

8. Salary:

8.1. The schedule below is established as the annual salary rates in effect for Captain Sergeants and lieutenants of the Township of Willingboro during the term of this Agreement:

SERGEANTS

STEP	1992	1993	1994	1995
A	41,239	43,886	46,695	48,796
B	42,959	45,624	48,450	50,630
C	44,676	47,358	50,202	52,461
Increment	1,200	1,200	1,200	1,200

LIEUTENANTS

STEP	1992	1993	1994	1995
A	45,231	47,883	50,962	53,255
B	47,125	50,046	53,146	55,538
C	49,023	51,963	55,083	57,562
Increment	1,300	1,300	1,300	1,300

CAPTAINS

STEP	1992	1993	1994	1995
A	49,100	52,221	55,523	58,021
B	50,823	53,961	57,281	59,858
C	52,544	55,699	59,036	61,692
Increment	1,375	1,375	1,375	1,375

8.2. It is further agreed that the annual salaries shown for Sergeants, Lieutenants and Captains on Steps A, B and C are subject to the further condition that the percentage increase from year to year will be not less than eighty percent (80%) of the cost-of-living for the Philadelphia-South Jersey area as determined by the statistics provided by the United States Department of Labor for All Urban Consumers (CPI-U). The determination of the applicable cost-of-living percentage for 1993 shall be based on the change between October 1, 1991, and September 30, 1992, and in a similar manner for subsequent years.

8.3. It is understood and agreed that the lettered positions in the above schedules represent merit increments. Determination as to whether a member shall receive a merit increment shall be in accordance with the standards utilized in the years previous to this Agreement.

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

9. Educational Payments:

9.1. The Educational Payment provision as contained in previous contracts was terminated as of January 1, 1986. All credits earned by members of LESA as of December 31, 1985, shall continue to be paid to those members in the amount to which each individual was entitled as of December 31, 1985. For any individual who becomes a member of LESA as the result of a promotion, the credits to which that individual was

entitled as of the date of promotion shall continue to be paid to that member. For any individual who has completed 22 years of service as a Police Officer in the employ of the Township of Willingboro, the amount of the previously computed educational payment shall be added to and shall be paid as part of the base pay of the individual entitled to such payment, but shall not be included in base pay for computation of overtime or for any other purpose for which an hourly rate must be determined.

9.2 Effective January 1, 1993, members of LESA who earn a degree on or after that date, while in the employ of the Township of Willingboro, in either Police Science or Public Administration, shall receive the following annual stipend, beginning with the calendar year beginning after the award of the degree:

Bachelor's Degree	\$ 1,200.00
Master's Degree	\$ 1,500.00

Degrees earned prior to January 1, 1993, or before the member was employed as a Police Officer by the Township of Willingboro shall not be considered for this stipend.

9.3 Any stipend earned under section 9.2 shall be in lieu of and in replacement of any payment to which the member may be entitled under the provisions of section 9.1. A stipend for a Master's Degree under section 9.2 shall be in addition to the stipend for a Bachelor's Degree under section 9.2.

10. Holidays:

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

10.2. Holiday pay shall be included in the base pay of any employee who has completed 22 years of service, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. The holiday pay 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.

10.3. Any employee who leaves employment by the Township for any reason whatsoever during the year shall be entitled to payment only for those holidays which occur prior to the termination of employment.

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 twenty-eight (128) hours (sixteen [16] days) per year during each year of employment up to and including the seventh (7th) year of employment. Effective January 1, 1993, the allowable vacation under this section shall be one hundred thirty-six (136) hours.

11.1.2. One hundred fifty-two (152) hours (nineteen [19] 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. Effective January 1, 1993, the allowable vacation under this section shall be one hundred sixty (160) hours.

11.1.3. One hundred ninety-two (192) hours (twenty-four [24] days) during each year of employment beginning with the thirteenth (13th) year of employment and thereafter. Effective January 1, 1993, the allowable vacation under this section shall be two Hundred (200) hours.

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

11.2.1. One hundred forty (140) hours (fourteen [14] days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2. One hundred sixty (160) hours (sixteen [16] 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 (200) hours (twenty [20] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3. Whenever a member is unable to use the allocated vacation leave in the year that it is earned, due to the needs of the Department, the Township Manager may authorize up to one week of vacation leave to be carried forward from the year in which it is earned to be used not later than February 15th of the immediately following year.

11.4. Any employee who leaves employment by the Township for any reason whatsoever during the year shall be entitled only to the pro-rata portion of the allowable vacation that is attributable to the period of employment by the Township during the applicable calendar year.

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 (10) 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 Chief of Police with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

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 himself or herself due to a medically verified disabling illness. For the purpose of this provision, the term "immediate family member" shall be limited to a spouse, child or parent of the employee or to a family member who resides with and is immediately dependent 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.

12.7. Any employee who leaves employment by the Township for any reason whatsoever during the year shall be entitled only to the pro-rata portion of the allowable sick leave that is attributable to the period of employment by the Township during the applicable calendar year. An employee who is on an approved unpaid leave of absence shall not be deemed to have left the employment of the Township during the term of the approved unpaid leave of absence.

13. Cardiac Event:

13.1. Any member of LESA who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury.

13.2. 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. The cost of the examination shall be paid by the Township.

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

13.4. 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 who is in a contractual relationship with the Township.

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

14. Compensatory Time:

14.1. Sergeants and Lieutenants covered under this Agreement, shall be entitled to accumulate compensatory time, in accordance with the provisions of the *Fair Labor Standards Act*, as applicable to municipal governments. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour or a ten (10) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. The Chief of Police may authorize the utilization of accumulated compensatory time in segments of less than eight (8) hours or ten (10) hours whenever the Chief of Police determines [a] that the utilization will not impair the ability of the Department to provide police services to the community and [b] the utilization will not result in overtime expenditures.

14.2. After April 1, 1992, compensatory time may be accumulated in accordance with the *Fair Labor Standards Act*, as applicable to municipal governments, provided that the accumulation has been approved by the Chief of Police or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

14.3. Accumulated compensatory time may be utilized upon prior written request and approval of the Chief of Police 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.

14.4. It is recognized that an individual holding the rank of Captain must work on a flexible schedule that requires that individual to work at times beyond the normal schedule. An individual holding the rank of Captain shall be entitled to compensatory time on a straight time basis only.

14.4.1 Compensatory time earned as a Captain shall be used within thirty (30) days of the time that it is earned.

14.4.2 Whenever an individual is promoted to the rank of Captain, that individual shall retain any compensatory time earned prior to the promotion. That accumulated compensatory time may be used by the Captain in accordance with the provisions of Section 14.1 until none of the accumulated time remains. In the event that the accumulated time earned by the Captain prior to the promotion is not used prior to retirement, the Township shall purchase that accumulated compensatory time by paying to the individual promoted to the rank of Captain the value of that compensatory time, based on the calculated hourly rate of the individual immediately prior to the promotion.

15. Sick Leave Incentive: Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive an additional three (3) days (or its hourly equivalent) which shall vest in

the employee on the last day of scheduled work during each year of this Agreement. The employee shall be entitled to utilize the additional three (3) days (or its hourly equivalent) in any of the following ways: utilization as sick leave or accumulated sick leave, vacation or personal days, or in any combination thereof totaling three (3) days (or its hourly equivalent).

16. Accumulated Sick Leave:

16.1. 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 or 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.

16.2. 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 Seven Thousand Five Hundred (\$7,500.00) Dollars.

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

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

17. Uniform Allowances:

17.1. The Township agrees to provide all employees covered under this Agreement with the sum of Fifty Dollars (\$50.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township.

17.2. 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 any Sergeant or Lieutenant assigned to the Investigative Division who shall receive an annual payment of eight hundred dollars (\$800.00) in lieu thereof.

17.3. The payments established in this section shall be calculated on a quarterly basis only for those calendar quarters during the calendar year in which the employee works at least one shift. No payments shall be made for any calendar quarter during which the individual does not work at least one shift. The amount due for the calendar quarter shall be paid as reimbursement in a lump sum during the month of March for the first calendar quarter, during the month of June for the second calendar quarter, during the month of September for the third calendar quarter, during the month of December for the fourth calendar quarter. For those assigned to the investigative division for less than the full calendar year, the annual payment specified in Section 17.2 shall be adjusted on a pro-rata basis so that the payment shall reflect only that portion of the calendar year during which the individual was assigned to the investigative division.

17.4 Whenever a member of the LESA shall submit a written request to the Township's Chief Financial Officer at least 30 days in advance of the beginning of the calendar year, that member may have the uniform allowance established by Section 17.1 paid on an annual basis for not more than one [1] calendar year added to the base pay of that member in lieu of the payment schedule set forth in Section 17.3, in lieu of any allowance for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township

18. Shift Differential: Sergeants and Lieutenants regularly assigned to the 2:00 P.M. to 12:00 Midnight shift shall be granted seventy percent (70%) of an increment over their basic salary. Sergeants and Lieutenants regularly assigned to the 9:00 P.M. to 7:00 A.M. shift shall be granted one (1) increment over their base salary. In the event that the times of the shifts shall be revised during the term of this contract, the shift differential shall be applied to the new shift assignments which most closely approximate the shift hours set forth in this section.

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

19. Investigative Division Assignment: Any Sergeant assigned to the Investigative division will have the sum of Two Thousand Four Hundred (\$2,400.00) dollars per annum added to the applicable base pay for the period while assigned to the Investigative Division. The salary adjustment set forth herein for those Sergeants assigned to the investigative division shall be in recognition of the additional responsibilities and the need for those Sergeants to be available at times when they would normally be off duty. Any overtime worked by a Sergeant

assigned to the investigative division shall be compensated in compensatory time or pay at the discretion of the Chief of Police.

20. Canine Assignment: Any Sergeant assigned to the canine unit shall receive an annual salary adjustment, in recognition of the extra duties required of a Sergeant assigned to the canine unit, of One Thousand Dollars (\$1,000.00) which amount shall be pro rated for the period of time so assigned.

21. Duty Assignments:

21.1 Any Sergeant or Lieutenant assigned to patrol shifts shall fulfill the duties assigned by the Chief of Police. The Lieutenant assigned to a shift shall, unless otherwise directed by the Chief of Police, function as the Shift Commander and the Sergeant shall, unless otherwise directed by the Chief of Police, function as the Deputy Shift Commander. Whenever the Lieutenant assigned to a shift shall be unavailable for duty for any reason, the Sergeant assigned to that shift shall, unless otherwise directed by the Chief of Police, function as the Shift Commander.

21.2 The reception desk assignment shall include such duties as may be assigned by the Chief of Police:

21.2.1 In the event that the Township determines that the reception desk function should be filled by a police officer, then the assignment may be filled by a Lieutenant, Sergeant, or Police Officer as determined by the Township.

21.2.2 In the event that the Township determines that the reception desk function should be filled by a civilian employee, then that assignment shall be a civilian position and shall not be covered by any portion of this Agreement.

21.3 Nothing in this Agreement shall be construed so as to limit the authority or right of the Chief of Police to make duty assignments to any police officer of whatever rank within the Police Department.

22. Longevity Payments:

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

Completion of 8 years	-	Sergeant:	\$ 1,200.00
		Lieutenant	\$ 1,300.00
		Captain	\$ 1,375.00
Completion of 12 years	-	Sergeant:	\$ 2,400.00
		Lieutenant	\$ 2,600.00
		Captain	\$ 2,750.00
Completion of 16 years	-	Sergeant:	\$ 3,600.00
		Lieutenant	\$ 3,900.00
		Captain	\$ 4,125.00
Completion of 20 years	-	Sergeant:	\$ 4,800.00
		Lieutenant	\$ 5,200.00
		Captain	\$ 5,500.00

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

Completion of 8 years	-	Five Hundred Dollars
Completion of 12 years	-	One Thousand Dollars
Completion of 16 years	-	One Thousand Five Hundred Dollars
Completion of 20 years	-	Two Thousand Dollars

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

23. Overtime Pay:

23.1. 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 in the sole discretion of the Chief of Police or the designee of the Chief of Police, and as 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.

23.2. An "emergency" would not exist where a Sergeant or Lieutenant 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 normal straight time pay shall be payable.

23.3. A Sergeant or Lieutenant working in excess of one (1) hour beyond the end of the member's scheduled shift when authorized or required by the Chief of Police shall be paid at one and one-half (1 1/2) time for all time worked.

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

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

23.6 If a shift falls below the minimum strength established by the Chief of Police and it is necessary to call in an officer to replace a Sergeant or Lieutenant, then a Sergeant or Lieutenant shall be called in to duty. If, however, a Sergeant or Lieutenant is out and the shift can function with one supervisor and it is not necessary to call in a replacement to meet minimum strength requirements, then no overtime would be required.

23.6.1 Example

The following are examples only and shall not be interpreted to establish any normal or minimum strengths for any particular shift. The establishment and modification of minimum and normal shift strength assignments is reserved to the discretion of the Chief of Police. These examples shall not be interpreted to establish any requirement that the desk function is limited to a police officer. The determination of the desk function shall be within the discretion of the Township, as set forth in §21.3.

If the normal strength for the day shift and midnight shift is five officers, a Sergeant and a Lieutenant and the minimum strength for the shift is established at one (1) supervisor and four (4) officers for patrol purposes and one officer working on the desk, then:

or

If the normal strength for the afternoon-evening shift is seven officers, a Sergeant and a Lieutenant and the minimum strength for the shift is established at one (1) supervisor and five (5) officers for patrol purposes and one officer working on the desk, then

- a. If the Sergeant or the Lieutenant is out, and there is the minimum required number of officers for the road and an extra officer working who can be assigned to the desk, then there is no need to bring in a supervisor to work.
- b. If the Lieutenant is out, and there is only a Sergeant and the minimum number of Patrol Officers for the shift, and the desk position would have to be filled, then a Lieutenant would be called in to work, and the Sergeant will work the desk. If a Lieutenant is not available, then a Sergeant will be called in to work.
- c. If the Sergeant is out and there is only a Lieutenant and the minimum number of Patrol Officers working, then a Sergeant will be called in to work. If a Sergeant is not available, then a Lieutenant shall be called in to work.

- d. If the Sergeant or the Lieutenant is out and it becomes necessary to call an officer in for duty in order to meet the minimum established shift strength requirement, then a Sergeant or Lieutenant shall be called in to reach normal assigned supervisory staffing levels before a Patrol Officer is called in for duty.

23.6.2 If the normal staffing level for a shift has only a single supervisor assigned to that shift and that supervisor is out, then a supervisor will be called in to replace that supervisor.

23.7. No individual holding the rank of Captain shall be entitled to overtime pay.

24. 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 are unable to agree on such a panel within forty-five days from the date of this contract, the panel shall be named by the Chief of Psychiatry at Zurbrugg Memorial Hospital or by the President of the County Medical Association.

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

25.1. Hospitalization Coverage - the cost to be borne at 75% by the Township and 25% by the employees. When employees select their own health insurance, the Township will pay their premiums up to its 75% Hospitalization contribution. Should the Township exercise its option to change insurance carriers under Section 25.10, it will then pay their hospitalization coverage premiums up to 75% of the premiums charged by the new carrier.

25.2. Medical-Surgical Coverage - the cost to be borne solely by the Township.

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

25.4. 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%.

25.5. Supplemental Wage Insurance - the Township will continue to pay a member the member's base salary while the member is receiving Worker's Compensation Insurance benefits, provided the member assigns over to the Township any Workers Compensation Insurance proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving Workers Compensation Insurance benefits, or for a period of two (2) years, whichever is less.

25.6. A member who retires from the department after completing 25 years of full-time service with the Willingboro Police Department and who is at least 50 years of age shall be eligible to participate in the health benefit program provided by the Township of Willingboro on the same basis as employees, subject to the further conditions set forth herein.

25.6.1 A member who retires from the department after completing 25 years of service, but who has not reached age 50 shall be entitled to continue to participate in the insurance coverage provided by the Township in accordance with section 25.8 of this Agreement until such time as that member reaches age 50 and is entitled to the benefits of this section.

25.6.2 The Township shall pay the same portion of the premium for Individual or Husband and Wife coverage as it pays for employees, subject to a limit of \$2,500.00 per year.

25.6.3 It is further provided that if the retired employee is eligible for coverage under another health insurance plan which provides comparable benefits as provided by the Township pursuant to Sections 25.1, 25.2 and 25.3 of this Agreement, then the employee must elect that coverage and the Township will not be obligated to provide health insurance for that retired member.

25.6.4 Where health insurance coverage is provided through the employment of the spouse of the retired member and that coverage is not comparable, the retired member shall be entitled to participate to the extent of Individual Coverage and the spouse shall not be entitled to participate, so long as the spouse has other health insurance coverage available.

25.6.5 The obligation under this section shall terminate when the retired member becomes eligible for medicare or medicaid, or their equivalent.

25.6.6 If the retired member wishes to obtain Husband and Wife or Family coverage which is not provided by this Section, the member may do so by paying the difference in premium costs, 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.

25.6.7 a A member who is entitled to the benefits of section 25.6 who relocates out of the area and is unable to use the benefits of the health insurance plans provided by the Township may obtain coverage thru another health insurance provider and the Township will pay the same benefit provided under this section to that health insurance provider, subject to the condition that the employee is not obtaining health insurance thru any other employer and provided that once the employee withdraws from the Township's health insurance program, that employee may not rejoin the Township's health insurance program.

b. ~~See~~ *See* ~~Attache 8~~

25.7. 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 25.6 of this Agreement, shall be entitled to continue to participate in the insurance coverages set forth in paragraphs 25.1 (Hospitalization), 25.2 (Medical-Surgical), 25.3 (Major Medical), and 22.4 (Group Dental) on an individual basis for the period calculated in Section 25.6 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost as the Township would have paid for the retired member, i.e., for individual coverage with a total premium limitation of \$2,500.00. If the surviving spouse has available to health insurance through the employment of the spouse, 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.

25.8. A member who retires from the department and who is not eligible for the coverage specified in Section 22.6 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, provided (1) the insurance company will allow 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 Civil Service or the Division or Pensions.

25.9. The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverages set forth in sections 25.1. (Hospitalization), 25.2. (Medical-Surgical), 25.3. (Major Medical), and 25.4. (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverages, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

25.10. 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 President of LESA. In the event that LESA 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.

26. Insurance Buy-Back: The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in January and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The amount of the payment will be \$300.00 per year for a waiver of the medical-surgical-major medical coverage; and \$60.00 per year for a waiver of the dental coverage. If an employee elects to re-join the Township group coverage, the employee

shall make application to do so, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

27. Prescription Plan: The Township will enter into a prescription plan agreement with a local pharmacy which will provide a prescription benefit plan for members of LESA effective January 1, 1993. The plan shall provide for a allocation by the Township not to exceed Two Hundred (\$200.00) Dollars for each member. The use of the prescription plan shall be for medications prescribed by a licensed physician and shall be limited to the member and the spouse and dependent children of the member. The use of the plan shall be on the basis of a co-payment by the member of \$3.00 for generic drugs and \$5.00 for brand-name drugs. Any portion of the Two Hundred (\$200.00) Dollars not required by a member in the calendar year shall be cancelled and not carried over or paid to the member. In the event that the costs of the prescription are paid by any other insurance plan or are reimbursed to the employee by any other insurance plan, then the amount paid by the Township shall be reimbursed to the Township.

28. Duty to Bargain: The Township will not effect any changes in this Agreement or any changes which would affect the employee group under this Agreement without prior negotiations with LESA.

29. 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.

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

30.1. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from the day of death for a total of forty (40) consecutive work hours.

30.2. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.

30.3. Employees who need additional time beyond that provided in this section may use vacation time.

31. 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 immediate 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 (\$100.00) dollars for prescription eyeglasses. Effective January 1, 1993, the sum allowed for replacement of prescription eyeglasses shall be One Hundred Twenty-Five (\$125.00) dollars.

32. Payroll Deduction of LESA Dues:

32.1. Dues of Members of LESA: The Township agrees to deduct the dues of members of LESA 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 LESA setting forth the amount of the dues and the names of the members of LESA. LESA agrees that any changes in the membership of LESA 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.

32.2. 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 nonmember 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 LESA in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by LESA to its own members. The procedures set forth in Section 32.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

33. Administrative Time for LESA President: The Township agrees to allow the President of LESA to be released from his or her assigned duties for twenty (20) hours during each calendar year for the business of LESA. To the extent that the President of LESA does not use the allocated hours during a calendar year, up to ten (10) hours may be carried over into the next calendar year.

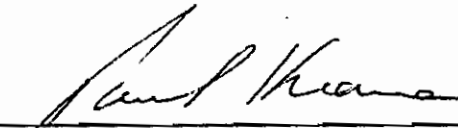
32. Term of Agreement: This Agreement shall be in full force and effect, as provided herein, from January 1, 1992, through December 31, 1995, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to October 1, 1995, or prior to October 1st of the 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 LESA have caused this Agreement to be executed by their proper officials.

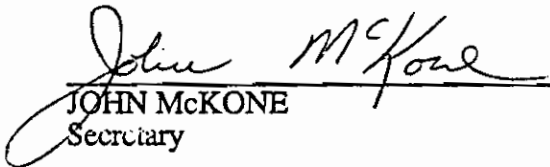
ATTEST:


LENORE STERN, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

By 
PAUL KRANE
Mayor

ATTEST:


JOHN MCKONE
Secretary

LAW ENFORCEMENT SUPERVISORS
ASSOCIATION

By 
DUANE H. SEARS
President

township of Willingboro

MEMO TO: LT. DUANE SEARS

FROM: SADIE L. JOHNSON

DATE: SEPTEMBER 20, 1992

SUBJECT: HEALTH INSURANCE FOR RETIRED L.E.S.A. MEMBERS *b

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Item 25.6.7 of the 1992/96 L.E.S.A. Contract states that "a member who is entitled to the benefits of Section 25.6 who relocates out of the area and is unable to use the benefits of the health insurance plans provided by the Township may obtain coverage through another health insurance provider and the Township will pay the same benefit provided under this section to that health insurance provider, subject to the condition that the employee is not obtaining health insurance through any other employer and provided that once the employee withdraws from the Township's health insurance program, that employee may not rejoin the Township's health insurance program."

Please be informed that the same provisions stated in Item 25.6.7 will apply if the member selects an insurance carrier different than the Township's carrier because the same coverage can be obtained at a lesser cost.


Sadie L. Johnson
Township Manager

SLJ:lpk