

**COLLECTIVE BARGAINING AGREEMENT**

between

**WILLINGBORO CHAPTER 026, U.S.R.P.O.A, Inc.**

*(Reserve Police Officers)*  
and the

**TOWNSHIP OF WILLINGBORO**

*Willingboro Township*

**THIS AGREEMENT**, made and entered into this 21<sup>st</sup> day of October, 1986, by and between the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO**, a body corporate and politic, hereafter referred to as the "Township"; and **WILLINGBORO CHAPTER 026, United States Reserve Police Officers Association, Inc.**, hereafter referred to as "Chapter 026";

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 Chapter 026, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties resulting from collective bargaining.

**2. NON-DISCRIMINATION:** The Township and Chapter 026 agree that all provisions of this Agreement shall be applied equally to all employee members of Chapter 026 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 Chapter 026. All references in this Agreement

*x July 1, 1986 - June 30, 1989*

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 Chapter 026 membership.

**3. RECOGNITION OF BARGAINING UNIT:** The Township recognizes, during the term of this Agreement, Chapter 026 as the sole and exclusive collective negotiating representative for part-time Special Officers employed by the Township. Specifically excluded are all other employees of the Township, including School Traffic Guards, Animal Control Officers, employees of the Inspections Department, or those assigned to conduct the annual dog census who may be designated as "Special Law Enforcement Officers - Class 1" in order to enable them to carry out their duties.

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

**5. GRIEVANCE PROCEDURE:**

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

B. No settlement of a grievance shall contravene the

provisions of this Agreement.

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

D. An aggrieved person must verbally present the grievance to the Division Commander within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Commander, or the shift supervisor, as the case may be, shall attempt to adjust the matter within three (3) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Chief of Police and to the Executive Director of Chapter 026.

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

Chapter 026. The Chief of Police, or the designated representative of the Chief of Police shall meet with the aggrieved person, the Executive Director of Chapter 026 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 Executive Director of Chapter 026.

F. If the aggrieved person is not satisfied with the decision rendered in Paragraph E or if no decision is rendered within the five (5) day period, it shall be presented to the Township Manager within five (5) days after the decision is rendered or after the expiration of the five (5) day period provided for in Paragraph E, if no decision is rendered. The written grievance shall include the information set forth in Paragraph E and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Chief of Police and the Executive Director of Chapter 026. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of Chapter 026 designated by the aggrieved person in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Chief of Police, and the Executive Director of Chapter 026.

G. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section F, Chapter 026 may, within ten (10) days after the decision of the Township Manager or, if no decision has been made, within ten (10) days after

the 30th day next following the date the grievance was served on the Township Manager, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The cost of the arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

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

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

	Year 1	Year 2
Uncertified	\$ 4.00	\$ 4.00
Certified	\$ 6.61	\$ 6.94

It is acknowledged that there have been changes in applicable New Jersey Statutes which will take effect as of October 1, 1986. As a result of those statutory changes certain classifications will exist for Special Law Enforcement Officers and different levels of training will be applicable to those classifications and different duties and responsibilities will be applicable to those individuals who are qualified and authorized by the Township to work in the designated classifications.

Accordingly, the following hourly rates will be applicable to those employed as Special Law Enforcement Officers in the designated classifications:

	Year 1	Year 2	Year 3
Uncertified	\$ 4.00	\$ 4.00	\$ 4.00
Certified - Class 1	\$ 5.00	\$ 5.25	\$ 5.52
Certified - Class 2	\$ 6.61	\$ 6.94	\$ 7.29

A. A "Certified" Special Officer shall be defined to mean a Special Officer who has satisfactorily completed a Certified Police Training Course approved by the New Jersey Police Training Commission. As of October 1, 1986, a "Certified - Class 1" or a "Certified - Class 2" Special Law Enforcement Officer shall be defined to mean a Special Law Enforcement Officer who has satisfactorily completed a Certified Police Training Course approved by the New Jersey Police Training Commission and who has been Certified as a "Class 1" or "Class 2" Special Law Enforcement Officer and who is actually employed by the Township in the specific Class. Notwithstanding the provisions herein, any Special Officer who is classified as "Certified" as of September 30, 1986, shall be compensated after October 1, 1986, as a "Certified - Class 2" Special Law Enforcement Officer whether that individual is assigned to duties as a "Class 1" or "Class 2" Special Law Enforcement Officer. The special provision for compensation of "Certified" Special Officers as "Certified - Class 2" Special Law Enforcement Officers shall not apply to a Special Officer who has completed the training and receives certification as a "Class 2"

Special Law Enforcement Officer and subsequently fails to maintain that certification and is eligible for employment only as a "Class 1" Special Law Enforcement Officer.

**B. Firearms Qualification Incentive.** Any Certified Special Officer who does not maintain the firearms qualification certification shall receive a reduction of \$.35 per hour in the applicable hourly rate set forth above, until the Special Officer has been requalified and certified. After October 1, 1986, this Incentive provision shall be discontinued. Any Officer not maintaining a firearms qualification certification shall not be eligible for employment as a Class 2 Special Law Enforcement Officer and shall be compensated only as a Class 1 Special Law Enforcement Officer.

**C. Supervisory Incentive.** Any Special Officer designated with the rank of "Corporal" or above and assigned to Supervisory Duties shall receive an additional \$.20 per hour while so assigned.

**D. Payment of Wages.** The wages of Special Officers shall be paid on the 15th and last day of each month, based on payroll records submitted to the Township Treasurer one week in advance of the payday. Any paycheck not claimed on the payday will be mailed on the next business day to the home address of the Special Officer as shown on the records maintained in the office of the Township Treasurer.

**E.** For the purposes of this Agreement, Year 1 shall begin on July 1, 1986, and shall end on June 30, 1987; Year 2 shall begin on July 1, 1987, and shall end on June 30, 1988; and Year 3 shall begin on July 1, 1988, and shall end on June 30, 1989.

**7. HOLIDAYS:** If any member of the Association shall work on MEMORIAL DAY or on INDEPENDENCE DAY, that employee shall be

compensated at the rate of one and one-half times the applicable hourly rate.

**8. UNIFORMS AND CLEANING ALLOWANCE:** Special Officers shall be supplied by the Township with uniforms which shall be worn while on duty in accordance with Police Department Regulations. The Township agrees to provide the Special Officers with a cleaning allowance for the cost of maintaining the uniforms in the amount of One Hundred (\$125.00) dollars per year which shall be paid in the following manner: the sum of Fifty (\$50.00) dollars shall be paid for the first quarter of the contract year, payable in the Month of September; Twenty-five (\$25.00) dollars paid for each of the remaining quarters of the year, payable in the months of December, March and June. In order to give effect to the adoption of this Agreement, the first and second quarterly payments made under this Agreement shall be paid in the month of November, 1986, and shall include the adjusted payment for the increase over the Allowance paid under the prior contract. The regular schedule of payments shall begin with the March, 1987, scheduled payment.

**9. BULLETPROOF VEST ALLOWANCE.** The Township agrees to pay, to any Special Officer who has a current firearms qualification certificate at the time of the initial request, an allowance for the purchase and maintenance of a bulletproof vest in the amount of Fifty (\$50.00) Dollars per year. After October 1, 1986, the Bulletproof Vest Allowance shall be available to any Class 1 or Class 2 Special Law Enforcement Officer. Any Special Officer submitting a request for this allowance shall also submit proof that a bulletproof vest has actually been purchased. The annual payments shall thereafter be made



during the month of July to those Special Officers in the employ of the Township as of July 1st of the applicable year who have submitted the requests for the allowance and who have qualified for the payment of the allowance as of July 1st of that year. Any Special Officer who receives an allowance under this provision shall be required to wear the vest at all times when on duty, in accordance with the Rules and Regulations of the Willingboro Police Department.

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

**11. FULL UNDERSTANDING AND EFFECT OF SUBSEQUENT LEGISLATION:** This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation or regulation is passed or there is any judicial decision which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation, regulation or judicial

decision and the appropriate action to be taken as a result thereof. No modification or vacation of any term or condition of employment established in this Agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this Agreement.

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

**13. TRAINING ALLOWANCE.** Certified Special Officers in the employ of the Township shall receive a Training Allowance in the amount of One Hundred (\$100.00) Dollars per year to cover the costs of time and materials in training for duties as a Special Officer. Effective October 1, 1986, the payment of the Training Allowance shall be discontinued and Officers assigned for training shall be compensated at their applicable hourly rate for time spent in training.

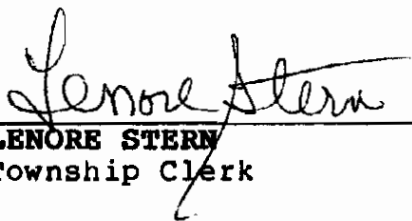
**14. TERM OF AGREEMENT:** This Agreement shall be in full force and effect from July 1, 1986, through June 30, 1989, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to March 1, 1989, or prior to March 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for

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

IN WITNESS WHEREOF, the Township and Chapter 026 have caused this Agreement to be executed by their proper officials.

ATTEST:


TOWNSHIP OF WILLINGBORO

  
\_\_\_\_\_  
LENORE STERN  
Township Clerk

By   
\_\_\_\_\_  
DOREATHA D. CAMPBELL  
Mayor

ATTEST

WILLINGBORO CHAPTER 026,  
U.S.R.P.O.A., Inc.

  
\_\_\_\_\_  
Secretary

By   
\_\_\_\_\_  
Executive Director