

**COLLECTIVE BARGAINING**

**AGREEMENT**

**Between the**

**LAW ENFORCEMENT SUPERVISORS  
ASSOCIATION**

**and the**

**TOWNSHIP OF WILLINGBORO**

**for the period**

**JANUARY 1, 2007 - DECEMBER 31, 2011**

# TABLE OF CONTENTS

General Purpose.....	3
Non-Discrimination .....	3
Recognition of Bargaining Unit .....	3
Management Rights.....	3
Grievance Procedure.....	3
Minor Disciplinary Action .....	5
Private Legal Counsel.....	5
Salary .....	7
Educational Payments.....	7
Holidays.....	8
Vacation Leave .....	8
Sick Leave .....	10
Cardiac Event .....	11
Compensatory Time .....	11
Sick Leave Incentive .....	12
Accumulated Sick Leave .....	13
Uniform Allowances.....	13
Shift Differential.....	14
Investigative Division Assignment.....	15
Canine Assignment.....	15
Duty Assignments .....	15
Longevity Payments .....	16
Overtime Pay .....	16
Shooting Incident-Severe Traumatic Event.....	17
Insurance.....	17
Insurance Buy-Back .....	19
Duty to Bargain .....	19
Full Understanding and Effect of Subsequent Legislation .....	19
Leave of Absence for Death in Family.....	19
Family Leave .....	20
Replacement of Lost Personal Property .....	20
Payroll Deduction of LESA Dues .....	20
Administrative Time for LESA President .....	21
Term of Agreement .....	21
Signatures.....	21

**This Agreement**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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. 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.

**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 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 shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety 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 seven (7) days period, the grievance shall be reduced to writing by

the aggrieved person and presented to the Director of Public Safety within 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 LESA. The Director of Public Safety, or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the President of LESA, or his or her designee, 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 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 seven (7) days 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 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 twenty-one (21) calendar days, and shall render a decision in writing, within twenty-one (21) calendar days, with copies to the aggrieved person, the Director of Public Safety, 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 seven (7) days after the decision of the Township Manager serve notice on the Township Manager that the matter is being referred to final binding arbitration. If the Township Manager has not met with the grievant as outlined in section 5.6, LESA may on the 22nd day after the grievance was submitted to him or her 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 that results in a penalty 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 LESA designated by LESA 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 LESA, 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 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. 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 that is 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*.

## 8. Salary:

8.1 The schedule below is established as the annual salary rate in effect for Sergeants, Lieutenants and Captains of the Township of Willingboro during the term of this Agreement:

	Step	2007	2008	2009	2010	2011
Sergeant	A	73,885	73,885	83,500	85,588	87,727
Sergeant	B	76,662	76,662	85,500	87,638	89,828
Sergeant	C	81,421	86,917	90,175	94,684	99,418
Increment		1,200	1,200	1,200	1,200	1200
Lieutenant	A	80,638	80,638	92,500	94,813	97,183
Lieutenant	B	84,094	84,094	94,500	96,863	99,284
Lieutenant	C	89,337	95,367	98,940	103,887	109,081
Increment		1,300	1,300	1,300	1,300	1300
Captain	A	87,854	87,854	100,500	103,013	105,588
Captain	B	90,635	90,635	103,500	106,088	108,740
Captain	C	95,747	102,210	106,040	111,342	116,909
Increment		1,375	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 2007 shall be based on the change between October 1, 2006, and September 30, 2007, and similarly 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. It is further understood that the new base salary of an individual promoted to a higher rank shall be at least one increment higher than the individual's previous base salary at the lower rank.

8.4 All annual salaries, as represented above, reflect the annual salary that is divided by the number of paydays established by the Township to obtain pay period rate. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours.

## 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.

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 Effective January 1, 2001, each member shall receive one hundred and fifteen (115) hours of holiday pay annually.

10.2 Effective January 1, 2001, holiday pay for each member shall be added to the base salary (Section 8), 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.

**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 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 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 during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.2 For employees on an eight and one-half (8.5) hour shift:

11.2.1 One hundred fifty-three (153) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2 One hundred seventy-eight and one-half (178.5) hours during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

11.2.3 Two hundred twenty-one (221) hours during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3 For employees on a ten (10) hour shift:

11.3.1 One hundred fifty (150) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.3.2 One hundred seventy (170) hours 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 Two hundred ten (210) hours per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.4 For employees on a eleven and one-half hour (11.5) shift:

11.4.1 One hundred thirty-eight (138) hours per year during each year of employment up to and including the seventh (7<sup>th</sup>) year of employment.

11.4.2 One hundred sixty-one (161) hours 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..

11.4.3 One hundred ninety-five and one-half (195.5) hours per year during each year of employment beginning with the thirteenth (13<sup>th</sup>) year of employment and thereafter.

11.5 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.

11.6 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.

11.7 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 31 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 31, of the year, in which the leave has been earned, for a cash payment in lieu of vacation leave. Such payments 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 per month of employment for each month in the first calendar year of employment.

12.1.2 One hundred twenty (120) hours per year thereafter.

12.2 For employees on an eight and one-half (8.5) hour shift:

12.2.1 Eight and one-half (8.5) hours per month of employment for each month in the first calendar year of employment.

12.2.2 One hundred twenty seven and one-half (127.5) hours per year thereafter.

12.3 For employees on a ten (10) hour shift:

12.3.1 Ten (10) hours per month of employment in the first calendar year of employment.

12.3.2 One hundred twenty (120) hours per year thereafter.

12.4 For employees on an eleven and one-half (11.5) hour shift:

12.4.1 One hundred twenty (120) hours per year.

12.5 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

12.6 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.

12.7 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.

12.8 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.

12.9 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 whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination 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 Township's Personnel Policies. Those Sergeants and Lieutenants who have earned compensatory time in excess of the amount allowed in the Township's Personnel policies prior to December 31, 1998 shall have that time grand-fathered, however such time shall be used prior to the utilization of compensatory time earned after January 1, 1999. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, eight and one-half (8.5) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour, eight and one-half (8.5) hours 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 Director of Public Safety, or his or her designee, may authorize the utilization of accumulated compensatory time in segments of less than eight (8) hours, eight and one-half (8.5) hours or ten (10) hours whenever the Director of Public Safety 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 Compensatory time may be accumulated in accordance with the Township's Personnel Policies, 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.

14.3 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.

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 the time frame defined in the Township's Personnel Policies.

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.

14.5 For employees on eleven and one-half (11.5) hour shift:

14.5.1 Each member shall receive thirteen (13) hours of Compensatory time each year due to the amount of hours worked over two thousand eighty (2080) hours. This will be give at one (1) hour per month with two (2) hours being given in December.

**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 at the option of the employee, either a cash payment in the following amounts:

Sergeant	\$850.00
Lieutenant	\$900.00
Captain	\$950.00

the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned; or an additional four personal days, or its hourly equivalent that shall vest in the member on the last day of scheduled work during each year of this agreement. If the member elects to receive 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 two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except as set forth in this article the use of a personal day is not subject to any other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment or sick or vacation leave.

**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 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.

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 Twelve Thousand (\$12,000) Dollars. Effective January 1, 2004 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.

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 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  
Effective January 1, 2011, the payment shall be \$75.00 per month

17.2 The Township will continue to provide the initial issue of uniforms and will replace uniforms that are unserviceable due to age or irreparable damage, except that any member of LESA assigned to the Investigative Division shall receive an annual payment of eight hundred fifty dollars in lieu thereof in January.

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 May 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 repaid to the Township on a pro-rated basis. Repayment shall be made by December 31 of the year in which the payment was granted.

### **18. Shift Differential:**

18.1 Sergeants and Lieutenants 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 1, 2007 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary.

Effective January 1, 2008 those assigned officers will receive One Thousand Dollars (\$1,000.00) over their base salary.

Effective January 1, 2009 those assigned officers will be paid three percent (3.0%) over their base salary.

Effective January 1, 2010 those assigned officers will be paid three percent (3.0%) over their base salary.

Effective January 1, 2011 those assigned officers will be paid three percent (3.0%) over their base salary.

18.2 Sergeants and Lieutenants 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 1, 2007 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary.

Effective January 1, 2008 those assigned officers will receive One Thousand Two Hundred (\$1,200.00) over their base salary.

Effective January 1, 2009 those assigned officers will be paid three and one half percent (3.5%) over their base salary.

Effective January 1, 2010 those assigned officers will be paid three and one half percent (3.5%) over their base salary.

Effective January 1, 2011 those assigned officers will be paid three and one half percent (3.5%) over their base salary.

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

**19. Investigative Division Assignment:**

All regular full-time sergeants 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 1, 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 1, 2009, the adjustment shall be Four Percent (4%) over their base salary. Effective January 1, 2010, the adjustment shall be Five Percent (5%) over their base salary.

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 Director of Public Safety.

**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 Director of Public Safety. The Lieutenant assigned to a shift shall, unless otherwise directed by the Director of Public Safety, function as the Shift Commander and the Sergeant shall, unless otherwise directed by the Director of Public Safety, 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 Director of Public Safety, function as the Shift Commander.

21.2 The reception desk assignment shall include such duties as may be assigned by the Director of Public Safety:

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 Director of Public Safety to make duty assignments to any police officer of whatever rank within the Police Department.

21.4 Any Lieutenant assigned to "on-call" duty shall receive an increment in recognition of the need for those Lieutenants to be available at times when he or she would normally be off duty. The increment shall be paid on a pro-rated basis and shall be added to the applicable base pay.

**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 added to 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 added to 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 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.

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 Director of Public Safety 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 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, the officer shall be replaced with an officer of equal rank.

23.6.1 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 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.

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

25.1 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. If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

25.2 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%.

25.3 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.

25.4 A bargaining unit member who retires from the department after completing 25 years of full-time service with the Township of Willingboro, (*within ninety (90) days of the execution of the collective bargaining agreement*) shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to sixty-five (65%) percent of the total cost, up to and including the family plan. The member shall be responsible for the remaining thirty-five (35%) percent of the total cost of the plan. After ten years of payment at the sixty-five percent (65%) level, payment shall revert to an amount equal to fifty (50%) percent of the total cost up to and including the husband and wife plan. The member will be responsible for the remaining fifty (50%) percent of the total cost of the plan.

A bargaining unit member who retires from the department after completing 25 years of full-time service with the Township of Willingboro, (*after the above ninety (90) day period has expired*) shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty (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 and 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.

25.5 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 25.4 of this Agreement, shall be entitled to continue to participate in the insurance coverage's set forth in paragraphs 25.1 (Health insurance) and 25.2 (Group Dental) on an individual basis for the period calculated in Section 25.4 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 as noted in section 25.4. If the surviving spouse has available 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.

25.6 A member who retires from the department and who is not eligible for the coverage specified in Section 25.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, 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 of Pensions.

25.7 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 25.1 (Health Insurance) and 25.2 (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.

25.8 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 President of LESA. The Township shall review and discuss any proposed changes with 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 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 noted as below, or 50% (whichever 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 the payment shall not exceed for 2007, \$3,500; for 2008, \$5,000; for 2009, \$5,500; for 2010 and 2011.

**27. 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.

**28. 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.

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

29.1 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 40 consecutive work hours or four work days whichever is greater.

29.2 Employees who need additional time beyond that provided in section 30.1 may receive up to an additional 40 consecutive work hours of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

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

29.4 Employees who need additional time beyond that provided in Section 30.3 may receive up to an additional 40 consecutive work hours of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

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

**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; 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 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 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.

**34. Term of Agreement:** This Agreement shall be in full force and effect, as provided herein, from January 1, 2007, through December 31, 2011; and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to October 1, 2011, 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:

TOWNSHIP OF WILLINGBORO

\_\_\_\_\_  
Marie Annese  
Township Clerk

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

ATTEST:

LAW ENFORCEMENT SUPERVISORS ASSOCIATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Gerald Valenta  
President