

AGREEMENT BETWEEN
TOWNSHIP OF WATERFORD
AND
WATERFORD POLICE ASSOCIATION
JANUARY 1, 2004
THROUGH
DECEMBER 31, 2004

TABLE OF CONTENTS

	Preamble	1
Article #1	Legal Reference	2
Article #2	Definitions	3
Article #3	Recognition	4
Article #4	Policeman Rights	5
Article #5	Retention of Benefits	6
Article #6	Terms of Agreement	7
Article #7	Grievance Procedure	8-9
Article #8	Subsequent Laws	10
Article #9	Jurisdiction	11
Article #10	Waiver	12
Article #11	Compensatory Time	13-14
Article #12	Annual Vacation Schedule With Pay	15-16
Article #13	Health Benefits	17-18
Article #14	Physical Examinations	19
Article #15	Sick Leave	20-21
Article #16	Uniform Cleaning	22
Article #17	Paid Holidays and Personal Days	23
Article #18	Education	24
Article #19	Bereavement Benefits	25
Article #20	Longevity	26
Article #21	Shift Differential	27
Article #22	Clothing Replacement Allowance	28
Article #23	Compensation for Court Time	29
Article #24	Body Armor	30
Article #25	Overtime Pay	31

Article #26	Maintenance of Operations	32
Article #27	Enlistment Agreement	33
Article #28	Management Rights	34
Article #29	Deductions from Salary	35
Article #30	Personal Files	36
Article #31	Discrimination and Coercion	37
Article #32	Rules and Regulations	38
Article #33	Terminal Leave	39
Article #34	Compensation	40
Article #35	Outside Employment	41
Article #36	Hours of Work	42
Article #37	Liability & False Arrest Insurance	43
Article #38	Layoff	44
Article #39	Miscellaneous	45
Article #40	Jury Duty	46
Article #41	Retirement Benefits	47

PREAMBLE

This Agreement entered into this first day of January 2004, by and between the Township of Waterford, in the County of Camden, a Municipal corporation of the State of New Jersey, hereinafter called the "Township" and P.B.A. Local #362, hereinafter called the "Association", represents the complete and final understanding on all bargained issues between the Township and the Association.

LEGAL REFERENCE

ARTICLE #01

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code or Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

DEFINITIONS

ARTICLE #02

A.) The term full-time members and members of Police Department employed on a full-time basis, shall be construed to mean only full-time members duly sworn and trained, in training, or to be trained at a Police Academy. This does not include any clerical, or part-time officers assigned to the Police Department.

RECOGNITION

ARTICLE #03

A.) The Township hereby recognizes the Association as the sole and exclusive representative of all Patrolman, K-9 Officers (assignment), Detectives, Investigative Officers (assignment), Corporals and Sergeants, but to exclude the Chief of Police, Lieutenants, and all other Township employees.

B.) The title "Policeman", "Police Officer", "Officer/s" or "Employee" shall be used interchangeable and shall be defined to include the plural as well as the singular and to include male and females, uniformed members and non-uniformed members assigned as a Detective or Investigator.

POLICEMAN'S RIGHTS

ARTICLE #04

Pursuant to Chapter #303, Public Laws 1968, the Township of Waterford hereby agrees that every Patrolman, Detective, Corporal, Sergeant shall have the right to freely organize, join and support the P.B.A. and it's affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Patrolman, Corporal, Sergeant in the enjoyment of any rights conferred by Chapter #303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States in that it shall not discriminate against any Policeman either respect to hours worked, wages, or any terms or conditions of employment by reason of his membership in the P.B.A. and it's affiliates, his participation in any activities of the P.B.A. and it's affiliates, collective negotiations with the Township of Waterford or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

RETENTION OF BENEFITS

ARTICLE #05

The Township of Waterford agrees that all benefits, terms and conditions of employment relating to the status of members of the Waterford Township Police Department since date of first contract shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

TERMS OF AGREEMENT

ARTICLE #06

This Agreement shall commence and be binding upon the parties hereto, their successors and/or assigns from January 1, 2004 until and including December 31, 2004. It is further provided that negotiations for renewal and/or amendments to this Agreement shall commence no later than August 1, 2004 for the ensuing year or years.

GRIEVANCE PROCEDURE

ARTICLE #07

SECTION #01

To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedures shall be followed.

Step 01

An officer with a grievance shall first discuss it with his immediate supervisor either directly or through the Department's designated representative for the purpose of resolving the grievance informally.

Step 02

If the aggrieved party is not satisfied with the disposition of his/her grievance at step 01 or if no decision has been rendered within five (5) working days after presentation of the grievance in Step 01, he/she may file a written grievance with the Chief Of Police, or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative, the aggrieved party and the Waterford Township Police designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding of such meeting.

Step 03

If the aggrieved party is not satisfied with the disposition of his grievance at Step 02, or if no written decision has been rendered within five (5) working days after presentation of that grievance at Step 02, the matter may be referred by the Waterford Township Police Association by its designated representative to the Mayor and Township Committee. A meeting on the grievance shall be held between the Police Association and the Mayor and Township Committee at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Township Committee shall render a final written decision within fifteen (15) business days of the date of the meeting.

Step 04

In the event the aggrieved person is not satisfied with the decision of the Mayor and Township Committee, the aggrieved party, or the Police Association on his behalf, has fifteen (15) calendar

days in which to request arbitration.

A.) The arbitrator's decision shall be selected in accordance with the rules and regulations of the American Arbitration Association or the State Board of Mediation.

B.) The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of facts, reasons and conclusions on the issue or issues submitted.

C.) The arbitrator's decision shall be binding.

D.) The cost of services of the arbitrator shall be borne equally by the Township of Waterford and the Waterford Township Police Association. All other expenses incidental to the arising out of the arbitration shall be paid by the party incurring same.

Section #02

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual Agreement between the parties.

Section #03

A.) Grievance must be presented at Step 01 within (1) week from the date of the occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section #04

Any employee may be represented at all stages of the grievance procedure by himself, or at his/her option, by a representative selected or approved by the Waterford Township Police Association. When an employee is not represented by an elected representative, the Waterford Township Police Association shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the elected Police Association representative in which case the Police Association may not be present at any stage of this procedure to which the employee objects.

SUBSEQUENT LAWS

ARTICLE #08

If any provision or provisions is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unreasonable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this term notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement.

JURISDICTION

ARTICLE #09

This Agreement shall be governed by the applicable laws of the State of New Jersey and the United States of America.

WAIVER

ARTICLE #10

The right of either party to acquire strict performance here under by the other shall not be affected by any waiver, forbearance or course of dealing.

COMPENSATORY TIME

ARTICLE #11

The Township of Waterford agrees during each year of this Agreement as to the uses of Compensatory Time by the Waterford Township Police Officer. As Defined: Time accrued by the Waterford Township Police Officer over his normal scheduled working day or shift.

1.) When a Waterford Township Police Officer accrues compensatory time, and when he/she retires, resigns, dies, or becomes disabled and is on pension, the Township of Waterford will compensate the former officer or his beneficiary on the accrued time on a per hour basis, based on the officer's salary at the time of his/her termination.

A.) Upon two (2) weeks notice of termination of employment, compensatory time is not to be used in lieu of an officer's normal working day.

B.) Compensatory time to be utilized only at the discretion of the Waterford Township Police Officer who earned said time and who has received approval for such time.

C.) Compensatory time that has not been used by the police officer during a contract year, may be carried over the next contract year or years.

D.) Said officer must work 2080 hours during his regularly scheduled shift. To attain said 2080 hours, the present practice of granting administrative time on a monthly basis will be recognized. Administrative time is to be utilized only at the discretion of the Waterford Township Police Officer who earned said time. All administrative time accrued over the 2080 hours will be paid to the officer in the first pay period in March 2005 for the year January 1, 2004 through December 31, 2004. The employees shall be compensated at the hourly rate in effect at the close of each year payable, in the following March.

E.) When attending a police related school an officer will not have any compensation time, working day time deducted either the day before school or the day after school.

F.) When an officer is off duty and attends a police related school, the time in attendance will be credited towards his total amount of working hours. This section is not to include college.

2.) Starting January 1, 2004 when a Waterford Township Police officer accrues compensatory time over 200 hours, the Officer shall sell those hours back to the Township of Waterford on a per hour basis calculated on the officer's current hourly salary. All monies are to be

payable to the officer in the first pay period in June during each year of this Agreement.

3.) Compensatory time is to be used in place of Overtime @ 1.5 times the compensatory time equal to the overtime if said officer so desires.

ANNUAL VACATION SCHEDULE WITH PAY

ARTICLE #12

The Township of Waterford agrees, that all full-time Waterford Township Police officers be entitled to a paid vacation each twelve (12) months during the term of this Agreement.

In 2004 commencing January 1, of each contract year.

1.) From the date of hire to one (1) year of service, twelve (12) working hours per month, not to exceed one hundred and twenty (120) working hours per year.

2.) From one (1) year of service through the fourth (4) year of service, one hundred and fifty-six (156) working hours per. year.

3.) From the beginning of the fifth (5) year of service through the ninth (9) year of service, two hundred and sixteen (216) working hours per year.

4.) From the beginning of the tenth (10) year of service through the fourteenth (14) year of service, two hundred and eighty-eight (288) working hours per year.

5.) From the beginning of the fifteenth (15) year of service through the nineteenth (19) year of service, three hundred and forty-eight (348) working hours per year.

6.) From the beginning of the twentieth (20) year of service, said officer shall receive three hundred and sixty (360) working hours per year, plus twelve (12) working hours per year for each year over twenty (20) years of service.

A.) Any provisions and/or ordinance, regulation effective at this time are to be effective in the future as which applies to other municipal employees with respect to vacation shall be deemed to be operative for the Waterford Township full-time Police Officers and Sergeants of Police.

B.) Upon retirement or termination from the Waterford Township Police Department, said officer's vacation leave due for the last year of employment can be returned to the Township of Waterford and made payable to the employee at the employee's hourly pay rate based on the officer's salary at the time his/her termination. Payment to the officer or surviving beneficiary will be made on a pro rated for his/her last year of service.

C.) Any first year employee who is absent for more than 50% of his/her scheduled work days in any month due to disciplinary suspension, injury leave, sick leave, or leave of absence without pay, shall not accrue any vacation time for that month.

D.) When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for one (1) year, and shall not be unreasonably withheld.

E.) When in a calendar year the vacation leave or any part of is not used, the officer may sell a total not to exceed fifty (50) hours back to the Township on a per hour basis calculated on the officer's current hourly salary. All monies are to be payable to the officer in the first pay period in December during each year of this Agreement.

HEALTH BENEFITS

ARTICLE #13

A.) The Township of Waterford agrees to provide and will continue to pay medical coverage for the Waterford Township Police Officer and his immediate family for the duration of this Agreement. Coverage provided will be by State Health Plan Benefits Program (SHBP) of New Jersey which was incorporated in 1961 under NJSA 52:14-17-.25 et. seq. and will have Major Medical, U.C.R.

B.) The Township of Waterford agrees to provide full-time Waterford Township Police Officers and his immediate family with a prescription plan. Prescription coverage will be provided by the Department of Treasury, Division of Pensions and Benefits under State Health Plan Benefits Program (SHBP), "Employee Prescription Drug Plan". The plan is administered by Horizon Blue Cross Blue Shield of New Jersey.

C.) The Township of Waterford agrees for the duration of this Agreement to provide the Waterford Township Police Officer and his immediate family a Dental Plan.

D.) The Township of Waterford agrees for the duration of this Agreement to provide the Waterford Township Police Officers and his immediate family an Optical Plan in accordance and in the Agreement with Visual Service Plan also known as VSP.

E.) Sections A through D will be in effect through the duration of this Agreement. All benefit levels will remain equal to their existing level as of the signing of this Agreement. The township may change insurance carrier or plans for economical reasons as long as the benefit level provided to the Association remains at their existing levels as of the signing of this Agreement. Any discrepancies as to the benefit level will be settled by an outside consultant to be agreed upon by the Association and the Township. Said consultant shall be paid for by the Township. The Association is in agreement with the Township that only this Article will be opened while negotiating a change of insurance carriers. A copy of the current Health Benefit Plan will be kept on file with the Township Administration office.

F.) In the event that an employee is disabled while on duty, the employee and his/her family shall retain all health benefits that are provided for active employees. Benefits will continue until death of the employee and spouse occurs. Medical benefits will continue for surviving children to

the age of 21; except if the surviving child is enrolled in college then to the age of 24. If the employee and spouse divorce the health benefits will remain with the employee and his children. When an officer is killed in the line of duty, health benefits will be provided for the surviving spouse until either death or when the spouse remarries his/her benefits will discontinue. Medical benefits will continue for the surviving children to the age 21, except if as surviving child is enrolled in college then to the age of 24.

G.) The Township shall be responsible for all costs incurred by an officer injured in the line of duty provided to officer follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs due to the disregard or variations of the same will result in a termination of the Township Health Benefit coverage provided under this article for said injury or any directly related complications from said injuries.

H.) The Township shall pay all reasonable funeral expenses for any officer killed in the line of duty.

PHYSICAL EXAMINATIONS

ARTICLE #14

For the duration of this Agreement, it is agreed between the parties that each full-time Waterford Township Police officer will receive a physical examination during each year of this Agreement; said examination will be conducted by a physician selected by the employee to conduct the official physical examination. A general health report from the physician will be filed with the officer's medical file located in the Chief of Police Office. All costs for said examination shall and will be paid for by the Township of Waterford and or it's agent.

----- SICK LEAVE -----

ARTICLE #15

It is agreed by and between the parties that each officer of the Waterford Township Police Department shall be entitled to sick leave provided other Township employee's which is set forth in Chapter #44, section 8, of the code of Township of Waterford, with the exception that if the officer misses work because of an injury received on duty or sickness arising or caused by his duty, said working days will not be counted as sick leave taken.

Each officer shall be permitted to accumulate up to seven hundred and twenty (720) working sick hours. An officer with more than seven hundred and twenty (720) working sick hours at the time of commencement of this contract shall not be able to accumulate additional working sick days. Any officer with less than seven hundred and twenty working sick hours at the time of the commencement of this contract shall be permitted to accumulate such sick working days as will bring working sick days accumulated to a total of seven hundred and twenty (720) working hours, no further accumulation allowed.

Any officer who was unable to accumulate some or all of unused sick working hours during any year of this contract due to the seven hundred and twenty (720) working hours maximum accumulated provision shall receive those working hours for each unused sick working hour which was unable to be accumulated, these monies will be payable in the first pay period in January of 2005 for the year January 1, 2004 through December 31, 2004. The employee shall be compensated at the hourly rate in effect at the close of each year, payable in the following January. A Waterford Township Police Officer will receive one hundred and twenty (120) working paid sick hours per year during each year of this Agreement.

The Township of Waterford agrees, when an officer retires, terminates his employment, resigns and/or becomes disabled and is on pension or dies, any sick working hour time will be payable to the former police officer or his surviving beneficiary, said payment is to be calculated on the officer's hourly salary at the time of his/her termination. Payment will be made as per article #33 of this Agreement. Any month in which a first year employee is absent for more than fifty (50) percent of his/her scheduled work days due to disciplinary suspension, injury leave, or leave of absence without pay, said employee shall not accrue any sick leave time for that month. Any employee who terminates his/her employment with the Township, or whose employment is

terminated by the Township shall be entitled to sick leave on a pro rated basis for his last calendar year of service.

UNIFORM CLEANING

ARTICLE #16

The Township of Waterford agrees to pay each full-time Waterford Police Officer a uniform cleaning allowance during each year of this Agreement:

In 2004, commencing January 1, and each contract year thereafter, the Township of Waterford shall pay each officer \$ 4.00 per uniform for the cleaning of three (3) uniforms per week and shall pay K-9 officers \$ 4.25 per uniform for the cleaning of three (3) uniforms per week. All monies shall be payable the first pay period in June and first Pay period in November.

PAID HOLIDAYS AND PERSONAL DAYS

ARTICLE #17

1.) The Township of Waterford agrees that each full-time Waterford Township Police Officer shall receive for the year 2004 the following holidays and personal days; the day before New Year's Day (December 31), New Year's Day, Good Friday, Lincoln's Birthday, Memorial Day, July 4th, Labor Day, the day before Christmas (December 24), Christmas Day, Martin Luther King Day, Easter Sunday, Thanksgiving Day, the day after Thanksgiving Day, and also forty (40) working hours (personal hours) to be used at the officer's discretion.

2.) It is also understood and agreed that if an officer is not scheduled to work on a holiday, the officer shall receive holiday pay equal to the amount of hours said officer would have worked that day. It is also agreed and understood by both the Township of Waterford and each Waterford Township Police Officer (full-time) that any time or date declared to be a holiday by the Township of Waterford, not included in the contract of the Employees of Waterford Township and/or this contract, shall not be operative to the police officers of the Township of Waterford.

3.) It is also understood and agreed that the police officers of the Township of Waterford may be required to work on aforementioned holidays (any or all). In addition to the officer's normal working day salary, the Township of Waterford shall compensate said officer with "Compensatory Time" equal to the total amount of hours worked on said holiday. In addition, an additional working day's salary equal to the total amount of hours worked on said holiday shall be paid to the officer(s).

a.) Holiday pay will be payable on the first pay period in November during each year of the Agreement with each day computed as eight (8) working hours.

b.) The paid working day Holidays and Personal Days totaling one hundred and forty-four (144) working hours will be payable to the officer (s) on the first pay period in November during each year of this agreement.

c.) The paid working day Holidays and Personal days totaling one hundred and forty four (144) working hours will be payable to the officer or his surviving beneficiary upon notice of termination or death on a pro rated basis payment in accordance with Article 33.

EDUCATION

ARTICLE #18

A.) The Township of Waterford agrees that each full-time police officer, be entitled to the sum of \$500.00 for each year of this agreement as a college education allowance for tuition and books for furthering of job-related college education. Allowance is contingent upon completion of the course. All monies paid by the officer for books or tuition shall be repaid by the Township of Waterford to the officer within thirty (30) calendar days upon successful completion of the course.

B.) Commencing January 1, 2004 when a full-time Waterford Township Police Officer attends any police school out of the Township of Waterford (except for basic police training in a Police Academy as required by the New Jersey Police Training Commission of the State of New Jersey) he will receive a per diem allowance of up to \$15.00 for lunch per day and further, he will receive, up to \$20.00 per day for dinner money for the length of the course. When lodging is required, the officer shall receive up to \$90.00 lodging allotment per day for length of the course. Per-diem allowance will be paid upon submission of receipts to the Municipal Treasurer.

C.) When a full-time Waterford Township Police Officer attends a school for five (5) working days or longer, an officer shall not be scheduled for work on either the day before or the day after the schooling period.

D.) When a full-time Waterford Township Police Officer uses his personal vehicle for compulsory schools and seminars, said officer shall receive \$.28 per mile in each year of the Agreement.

E.) When a full-time Waterford Township Police Officer completes nine (9) scheduled credits or more, he/she shall receive \$15.00 per college credit hour per year for cumulative college credit in law enforcement. These credits must be earned as of January 2, of the year in which payment is requested. Verification of college credits earned must be delivered by January 12 of each year and the money will be payable on the second pay period of January of each year of this Agreement.

BEREAVEMENT BENEFITS

ARTICLE #19

In addition to personal days, the following bereavement benefits shall be available:

1.) In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three (3) days but under special circumstances (pending approval by the Chief of Police) be extended to cover up to five (5) working days. "Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, sister, brother, or relative in law, or grandparents.

2.) In case of death of a relative not in the immediate family an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee's hours of duty. Ordinarily the maximum time excused should not exceed one (1) working day. Any request for absence beyond (1) day under this section shall be taken into consideration by the Office of the Chief or Township Administrator.

LONGEVITY

ARTICLE #20

The Township of Waterford agrees, that each full-time police officer during each year of this Agreement, be entitled to Longevity Pay.

- 1.) Commencing January 1, 2004 the Waterford Township Police Officer upon completion of his fifth (5th) year of employment, said officer shall receive additional compensation in the amount of three percent (3.00%) of his/her base salary. Upon the completion of an officer's seventh (7th) year of service, said officer shall receive additional compensation in the amount of four percent (4.00%) above his/her base salary. Upon completion of the officer's tenth (10th) year of service, said officer shall receive an additional compensation of five percent (5.00%) of his/her base salary. Upon completion of the officer's fifteenth (15th) year of service, said officer shall receive an additional six percent (6.00%) of his/her base salary. Upon completion of the officer's twentieth (20th) year of service, said officer shall receive an additional seven percent (7.00%) on his/her base salary.
- 2.) Longevity pay shall be received by an officer in the first pay period following the end of the pay period that incorporated the officer's anniversary date.

SHIFT DIFFERENTIAL

ARTICLE #21

The Township of Waterford agrees that each full-time police officer during each year of this Agreement be entitled to Shift Differential. Shift Differential pay shall be received in the amount of \$1000.00 by the officer in the first pay period in November of 2004.

CLOTHING REPLACEMENT ALLOWANCE

ARTICLE #22

The Township of Waterford agrees that each full-time police officer, during each year of this Agreement, be entitled to Clothing Replacement Allowance. Starting January 1, 2004 the sum of \$800.00 shall be allotted to each officer annually for the specific purpose of replacement and/or mending worn uniforms and police related equipment. It is further provided that in the event that any officer or sergeant does not utilize the \$800.00 allotment, any balance shall be returned to the Municipal Treasury at the termination of each contract year. It is further agreed that the Township of Waterford will allow its Waterford Township Police Detectives to purchase civilian clothing when said officers are assigned for plain-clothes duty.

COMPENSATION FOR COURT TIME

ARTICLE #23

The Township of Waterford agrees, that each full-time Police Officer be compensated for their time required in Civil Depositions (police related), Municipal Court, Juvenile Court, County Court, Superior Court, Federal Court or Motor Vehicle Court in Trenton, New Jersey or Camden, New Jersey when a Police Officer is off duty. "Off duty" shall be understood to mean the Police Officer has completed his normal scheduled working day/shift and has so noted same on his time card or police activity patrol sheet prepared by said officer. The rates are as follows:

1.) Commencing January 1, 2004, and continuing each contract year thereafter, \$75.00 per Municipal Court within the Township of Waterford and also all other Courts, listed above, within the State of New Jersey. In order for an officer to be compensated as stated herein, all such appearances must be required by the court in question and verified either by Municipal Court clerk or by presentment of a summons or subpoena in all other Courts as listed above.

2.) In the event an officer leaves the Waterford Township Police Department, and upon presentation of an official subpoena from one of the aforementioned courts, and proof of appearance, said officer shall be paid in accordance with the above mentioned rates.

BODY ARMOR

ARTICLE #24

For the duration of this Agreement, it is agreed between the parties that each full time Waterford Township Police Officer will be required to wear, as part of the daily uniform, body armor. Officer(s) assigned plain clothes duty (i.e. Detectives/Investigators) and/or Uniformed Officer(s) assigned to the station, (i.e. Aide to the Chief, Court Duty) will not be required to wear said body armor unless leaving the station to handle a call or back up a fellow officer. This temporary use will entitle the officer(s) to wear the tactical vest over his/her uniform or regular attire. Enforcement of this article will be handled by the shift supervisor during said tour of duty. Disciplinary action will be as stated in the Standard Operating Procedures of the Waterford Township Police Department

It shall also be agreed that if any officer is injured, disabled or killed in the course of performing his/her duty and said body armor was not worn, said officer and/or his/her beneficiary will not lose any benefit in whole or in part entitled to him/her as stated in any other part of this contract Agreement.

The purchase cost of the body armor will be the responsibility of the Township of Waterford and said vest will be replaced as needed by deterioration damage and/or manufactures recommendations. Each Waterford Township Police Officer will be issued with their body armor an under garment cover and an exterior tactical cover for his/her body armor.

The manufacture and style of body armor will be researched selected and agreed upon between the Members of the Waterford Township Police Department and the Township Administrator. The body armor will meet or exceed all standards set forth by the code of the National Institute of Justice #0101.3 Dated 1987. The ballistic value of said vest will be that of a level threat (3a) equivalent or better.

OVERTIME PAY

ARTICLE #25

The Township of Waterford agrees that each full-time Police Officer of the Township of Waterford for the years 2004 and thereafter shall be entitled to overtime pay in the form of compensatory time. Compensatory time for overtime is to be given at a rate of one and one half (1 1/2) the amount of time worked overtime. The aforesaid rate of time is to be given to the officer for time worked over his daily scheduled shift or work day; this is to be deemed "overtime", and likewise, any time an officer or sergeant is notified for duty on his normal scheduled working day off, he/she will be compensated in a like manner. Overtime shall be authorized by the Chief of Police; however, in his absence, overtime may be authorized by the Lieutenant of Police, and in his absence, the Sergeant of Police or shift supervisor, senior officer, provided that upon his return said overtime is authorized retroactively by the Chief of Police.

When an officer attends a mandated In-Service Training within or outside the Township of Waterford while said officer is off duty he/she shall be compensated as indicated in Article 25, paragraph 1. When an officer receives notification that he/she is placed on the following status: ON CALL, EMERGENCY, NON EMERGENCY or STAND-BY DUTY, the Township of Waterford will compensate said notified officer as indicated in Article 25, paragraph 1. Any compensatory time/overtime that has not been taken by the year's end, shall be carried over to the next year of this Agreement; provided however, that it is understood and agreed that compensatory time of over all 200 hours shall not be carried over but shall be sold back to the Township on a per hour basis as per the provisions of Article 11, Section 2, 3, & 4 of this Agreement.

MAINTENANCE OF OPERATIONS

ARTICLE #26

A.) The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B.) The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down or other activity aforementioned, or supporting any such action by any other employee or group of employees by the Township, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

C.) Nothing contained in this Agreement shall be construed to limit or restrict the Township of Waterford in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

D.) The Township agrees that it will not engage in the lockout of any of its employees.

ENLISTMENT AGREEMENT

ARTICLE #27

Whenever a person who resigned as a member of a county or municipal police department is appointed to the police department of another county or municipality within 120 days or less prior to resignation, the county or municipality appointing the person is liable to the former county or municipal employer, as appropriate, for the total certified costs incurred by former employer in the examination, hiring, and training of the person. Whenever a person who resigned as a member of a county or municipal police department is appointed to the police department of another county or municipality within 120 days of resignation, and that person, at the time of resignation held a permanent appointment for more than 30 days but less than two years, the county or municipality appointing the person is liable to the former county or municipal employer, as appropriate, for one-half of the total certified costs incurred by the former employer in the examination, hiring and training for that person. The appointing county or municipality shall notify the former employer immediately upon the appointment of a former employee and shall reimburse the former employer within 120 days of the receipt of the certified costs.

MANAGEMENT RIGHTS

ARTICLE #28

A.) The Township of Waterford hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of foregoing, the following rights:

1.) The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of most appropriate and efficient manner possible as may from time to time be determined by the Township.

2.) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees. Notwithstanding anything to the contrary in this Agreement, neither party may alter any term or condition of employment without prior negotiations.

3.) To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

4.) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

5.) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

B.) The exercise of foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of New Jersey and United States.

C.) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A: 1-1 et. seq., or any other national, state, county, or local laws and regulations.

DEDUCTIONS FROM SALARY

ARTICLE #29

A.) The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B.) A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer during the month following the filing of such card with the Township.

C.) In during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D.) The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E.) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

PERSONNEL FILES

ARTICLE #30

A.) The Township has established, and will continue to maintain, personnel files or confidential records maintained under the direction of the Chief of Police.

B.) Upon prior notice to and authorization of the Chief of Police or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C.) The Township shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D.) The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning.

DISCRIMINATION AND COERCION

ARTICLE #31

A.) The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, age, national origin or political affiliation.

B.) The Township and the Association agree that all employees covered under this Agreement have the right without fear or penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in any such organization.

RULES REGULATIONS

ARTICLE #32

A.) Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the Association before they are established.

TERMINAL LEAVE

ARTICLE #33

A.) The Township agrees that when an employee retires, terminates his employment, resigns and/or becomes disabled and is on pension, or dies, any accumulated time will be payable to the employee or surviving beneficiary.

B.) Payment shall be calculated on the employee's hourly rate of pay at the time of his or her termination. When an officer begins his/her Senior Plus year his/her hourly rate of pay will be at the rate of the Senior Patrolman hourly pay. The rank of the employee will also be taken into consideration (i.e. Sergeant).

C.) Payment schedule is as follows:

- 1.) Six (6) months notice - payment made in two (2) weeks.
- 2.) Three (3) months notice - payment made in four (4) weeks.
- 3.) Less than three (3) months notice - payment made in six (6) weeks.

COMPENSATION

ARTICLE #34

The Township of Waterford agrees that each full-time Waterford Township Police Officer receive compensation for services rendered:

The pay scale below will be effective as of January 1, 2004 through December 31, 2004.

Date of Hire through Police Academy Graduation	\$ 29527.93
Base Salary upon completion of Police Academy	\$ 41665.52
Beginning the 2 nd year Patrolman	\$ 45090.08
Beginning the 3 rd year Patrolman	\$ 48514.63
Beginning the 4 th year Patrolman	\$ 51669.26
Beginning the 5 th year Patrolman	\$ 54793.01
Beginning the 6 th year Patrolman	\$ 57939.49
Beginning the 7 th year Patrolman	\$ 61356.74
Beginning the 15 th year Patrolman	\$ 62762.71
Beginning the 20 th year Senior Patrolman	\$ 64168.69
K-9 (additional salary)	\$ 500.00
Investigators (additional to salary)	\$ 250.00
Detective (additional to salary)	\$ 800.00
Corporals of Police (above Senior Patrolman)	\$ 1000.00
Sergeants of Police (above Senior Patrolman)	\$ 2250.00

All monies will be retroactive to January 1, 2004 upon signing this Agreement.

OUTSIDE EMPLOYMENT

ARTICLE #35

An employee that engages in police-related activities during other than assigned working shall do so within the regulations as outlined in Township Off-Duty Employment listed in Chapter 50 sub-section 6 of the Township Code, adopted June 10, 1992.

The rate to be paid to the employee will be set on a yearly basis by the Township of Waterford. There will be two rate levels that include traffic control and other police services. The Township and the Association will meet annually to discuss changes in these rates, administrative fees and the policy itself.

The Township will compensate the officer for special assignment duty in his/her next pay check as long as proper documentation is forwarded to the Comptroller's Office by the police department within three (3) working days prior to the close of the current pay period, compensation for the off-duty employment will be processed for the next regular pay check.

The Township Comptroller shall be responsible for the proper collection of funds due and owing the Township for the employment of Township Officers for off-duty employment.

HOURS OF WORK

ARTICLE #36

The Township and the Association understand and agree that the standard weekly work schedule for employees covered by this Agreement requires service continually throughout the seven (7) day week.

1.) The Uniform Patrol Operations personnel will work a rotating daily shift consisting of twelve (12) hours per shift. The Chief of Police will maintain a schedule of the twelve (12) hour shifts at his discretion.

2.) All other employees under Uniform Patrol Division and Support Services Division will work shifts designated by the Chief of Police. Said shifts will be fair and equitable.

LIABILITY AND FALSE ARREST INSURANCE

ARTICLE #37

The Township shall provide the employees with liability and false arrest insurance policy.

..... **LAYOFF**

ARTICLE #38

The Township of Waterford will hereby grant the Waterford Township Police Officer thirty (30) working days grace period notice when the Township intends to terminate the officer for financial reasons. Notice layoff will be determined by seniority within the Waterford Township Police Department.

MISCELLANEOUS

ARTICLE #39

All necessary Ordinances shall be drafted to cover the wages and benefits involved in this Agreement exactly as set forth herein. The signed copy of the Agreement shall supersede any ordinances that may be questionable or vague as to the wording or mistakes in spelling or printing. Also, the signed Agreement shall be deemed as to approval of a majority of the Waterford Township Committee and regarded as a legal document. THIS CONTRACT COVERS PRESENT FULL-TIME MEMBERS OF THE WATERFORD TOWNSHIP POLICE DEPARTMENT. In the event any additions to the Waterford Township Police Department in the form of new Police Officers, the Township of Waterford agrees that they shall also include such officers in this Agreement automatically upon date of acceptance as full-time members.

JURY DUTY

ARTICLE #40

It is understood that a Waterford Township Police Officer may be called to perform County, State or Federal Jury Duty.

A.) If any officer is required to report to jury duty on a day when the officer is scheduled to work day time hours said officer will notify his immediate supervisor at least twenty four (24) hours prior to the beginning of his shift. This officer will then report to the duty supervisor advising him that the officer is in route to and/or from Jury Duty. It shall be left to the discretion of the duty supervisor regarding the return of the officer for the completion of his/her shift.

B.) If an officer is working a night time shift prior to a day when he is required to report to jury duty the officer shall end his shift five (5) hours prior to the reporting time for jury duty.

C.) If an officer is required to work a night time shift after a day when the officer reported for jury duty said officer will not begin his/her shift until eight (8) hours after leaving jury duty.

D.) If an officer is required to report to jury duty on successive days when the officer would have been working a night shift said officer will not be required to report to night work until completion of the jury duty service.

E.) If the jury duty is so prolonged as to cause the officer to have to miss his regular day-time shift then the officer and Township shall act in accordance with section A above.

RETIREMENT BENEFITS

ARTICLE #41

A Police Officer retiring from active duty with the Township of Waterford Police Department, and in good standing, shall be entitled to continued health benefits for the police officer, their spouse and all statutorily eligible dependents only paid by the Township of Waterford subject to the following requirements:

1.) A retiring police officer shall have a minimum of 15 years of service with the township and a minimum of 25 years of service paid into the New Jersey Police and Fire Pension Fund if hired by the Township of Waterford Police Department prior to December 31, 1989.

2.) If the police officer was hired by the Township of Waterford after January 1, 1990, said Police Officer shall have a minimum of 25 years of service as a Waterford Township Police Officer and have paid into the New Jersey Pension System for a minimum of a 25 year time period.

The Township medical plan and prescription plan available to retirees will be provided by State Health Plan Benefits (SHBP) of New Jersey which was incorporated in 1961 under NJSA 52:14-17.25 et. seq. and will have Major Medical, U.C.R.

IN WITNESS WHEREOF, the Township of Waterford has caused these presents to be signed and sealed and the full-time members of the Waterford Township Police Department have caused this Agreement to be signed by their authorized representative(s) on the date and year aforesaid.

ATTEST TOWNSHIP OF WATERFORD

Virginia L. Chandler
Virginia L. Chandler, Township Clerk

Dolores Toussaint
Dolores Toussaint, Mayor

Witness:

Donna Heaton
Donna Heaton, Township Coordinator

David B. Thomas
Committeeperson

Troy Shubert
Committeeperson

William A. [Signature]

Waterford Township Police Association

Brian Kraus

U. O. DeLuys

