

**AGREEMENT BETWEEN THE
TOWNSHIP OF WATERFORD
AND
WATERFORD TOWNSHIP SUPERIOR OFFICERS
JANUARY 1ST, 2008
THROUGH
DECEMBER 31ST 2012**

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PREAMBLE

This Agreement entered into this first day of January 2008, 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 Waterford Township Police Department Captains and Lieutenants, hereinafter called the "Superior Officers ", represents the complete and final understanding on all bargained issues between the Township and the Superior Officers.

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 Superior Officers as the sole and exclusive representative of all Captains and Lieutenants when established but to exclude the Patrolman, K-9 Officers (assignment), Detectives, Investigative Officers (assignment), Corporals and

Sergeants, the Chief of Police, and all other Township employees.

B.) The title "Policeman", "Police Officer", "Superior 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 both males and females.

POLICEMAN'S RIGHTS

ARTICLE #04

Pursuant to Chapter #303, Public Laws 1968, the Township of Waterford hereby agrees that every Captain and Lieutenant shall have the right to freely organize, join and support any Union Organization and its 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 Captain or Lieutenant 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 with either respect to hours worked, wages, or any terms or conditions of employment by reason of membership in any Union Organization and it's affiliates, participation in any activities of the Union Organization and it's affiliates, collective negotiations with the Township of Waterford or 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, 2008 until and including December 31, 2012. It is further provided that negotiations for renewal and/or amendments to this Agreement shall commence no later than August 1, 2012 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 the grievance at step 01 or if no decision has been rendered within five (5) working days after presentation of the grievance in Step 01, they 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 Superior Officers 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 the 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 Superior Officer's union representative to the Township Committee. A meeting on the grievance shall be held between the Superior Officer's union representative 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 Superior Officer's Association on his behalf, has fifteen (15) calendar days in which to request arbitration.

A.) The arbitrator 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 Superior Officers Union. All other expenses incidental to or 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 their option, by a representative selected or approved by the Waterford Township Superior Officers. When an employee is not represented by an elected representative, the Waterford Township Superior Officer's Union 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 Superior Officer's Union representative in which case the Superior Officer's Union 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 & ADMINISTRATIVE 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 Superior Officer. As Defined: Time accrued by the Waterford Township Superior Officer over his normal scheduled working day or shift.

1.) When a Waterford Township Superior Officer accrues compensatory time, and 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 termination. The Waterford Township Treasurer, prior to final compensation, will be responsible to certify the aforementioned accrued compensatory time.

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 Superior Officer who earned said time and who has received written or verbal approval from the Chief of Police for such time to be utilized.

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

D.) 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.

E.) 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.

F.)

1. The Superior Officers shall be entitled to the following (14) paid holidays per calendar year during the term of this contract.

New Years Day	Martin Luther King Day	Good Friday
Presidents Day	Easter	Memorial Day
Independence Day	Labor Day	Columbus Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve
Christmas Day	New Years Eve	

2. When any of these holidays shall occur on a Saturday, the holiday shall be observed on the Friday immediately prior to such Saturday. When any of these holidays shall occur on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday. In the instance when two consecutive holidays occur on a consecutive Friday and Saturday or Sunday and Monday the holiday will be observed on the day before or the day after the two consecutive holidays at the Superior Officer's discretion.

G.) All Superior Officers must attain 2080 hours annually. In addition to the 2080 hours, there will be administrative time granted on a yearly basis at a sum of 130 hours per calendar year to each Superior Officer. The 130 hours of Administrative time will be credited to each Superior Officer on January 1ST of each calendar year of this agreement. Administrative time is to be utilized only at the discretion of the Waterford Township Superior Officer who earned said time. 50 hours of accrued Administrative Time may be sold back to the Township each calendar year of this agreement. Any Administrative time that is not utilized or sold back to the township will be carried over to the following year. If a Superior Officer 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 limited to a total of 50 hours on a per hour basis, based on the officer's salary at the time of termination. The Waterford Township Treasurer, prior to final compensation, will be responsible to certify the aforementioned accrued compensatory time. Any administrative time up to a maximum of 50 hours total accrued over the 2080 hours will be paid to the officer in the first pay period in March for the prior contract year from January 1st through December 31st.

2.) For the duration of this agreement, when a Waterford Township Superior Officer accrues compensatory time over 200 hours, the Officer shall sell those hours back to the Township of Waterford on a per hours 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 Superior officers be entitled to a paid vacation each twelve (12) months during the term of this Agreement.

Commencing January 1st, 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 Superior Officers.

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 rate based on the officer's salary at the time of termination. Payment to the officer or surviving beneficiary will be made on a pro rated basis for the last year of service.

C.) Any Superior Officer in their promotional probationary period who is absent for more than 50% of their scheduled work days in any month because of disciplinary suspension, injury leave, sick leave, or leave of absence without pay, shall not accrue any vacation time for that month(s)

D.) When in a calendar year if 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 hours 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. Seg. And will have Major Medical, U.C.R.

B.) The Township of Waterford agrees to provide full-time Waterford Township Superior Officers and their 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 Superior Officers and their 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 Superior Officers 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 Superior Officers and the Township. Said consultant shall be paid for by the Township. The Superior Officers 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 their 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 their 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 at which time 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 that the officer follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs because of 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 Superior 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 Office of the Chief of Police. All costs for said examination shall and will be paid for by the Township of Waterford and or its 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 each year of this agreement. 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 Superior 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 a Superior Officer retires, terminates 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 termination. Payment will be made as per article #33 of this Agreement. Any employee who terminates 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 Superior Officer a uniform cleaning allowance during each year of this Agreement:

For each calendar year of this agreement the Township of Waterford shall pay each officer \$ 4.00 per uniform for the cleaning of four (4) uniforms per week. All monies shall be payable the first pay period in June and first Pay period in November.

PERSONAL HOURS

ARTICLE #17

- 1.) The Township of Waterford agrees that each full-time Waterford Township Superior Officer shall receive forty (40) personal hours each calendar year of this agreement to be used at the officer's discretion.
- 2.) The paid personal hours totaling forty (40) hours will be payable to the officer(s) on the first pay period in November during each year of this agreement.
- 3.) The paid personal hours totaling forty (40) hours will be payable to the officer or their surviving beneficiary upon notice of termination or death on a pro-rated basis payment in accordance with Article #30.

EDUCATION

ARTICLE #18

A.) The Township of Waterford agrees that each full-time Superior Officer, be entitled to the sum of \$1000.00 for each contract calendar year as a college education allowance for tuition and books for furthering of job-related college education. Tuition allowance is contingent upon successful completion of the matriculated course with a grade of “C” or better. 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.) When a full-time Waterford Township Superior 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 paid receipts to the Municipal Treasurer.

C.) When a full-time Waterford Township Superior 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 \$.50 per mile in each year of the 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 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. In the absence of the Chief of Police the next highest ranking Superior Officer would be responsible to approve such time and in the absence of a higher ranking Superior Officer and the Chief of Police the Township Administrator would make the determination for the time requested.

CLOTHING REPLACEMENT ALLOWANCE

ARTICLE #20

The Township of Waterford agrees that each full-time Superior Officer, during each year of this Agreement, be entitled to Clothing Replacement Allowance. Starting January 1, 2008, and continuing for the remainder of this agreement the sum of \$1000.00 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 \$1000.00 allotment, any balance shall be returned to the Municipal Treasury at the termination of each contract year.

COMPENSATION FOR COURT TIME

ARTICLE #21

The Township of Waterford agrees that each full-time Superior 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 Superior Officer is off duty. "Off duty" shall be understood to mean the Superior Officer has completed the 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, 2008, and continuing each contract year thereafter, \$125.00 per Municipal Court within the Township of Waterford and also all other Courts, listed above, within the State of New Jersey. For a Superior 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 #22

For the duration of this Agreement, it is agreed between the parties that each full time Waterford Township Superior Officer will be required to wear, as part of the daily uniform, body armor. The Superior Officers 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 a higher ranking officer. Disciplinary action will be as stated in the Standard Operating Procedures of the Waterford Township Police Department (Uniform and Equipment) section, a C violation.

It shall also be agreed that if any officer is injured, disabled or killed in the course of performing their duty and said body armor was not worn, said officer and/or beneficiary will not lose any benefit in whole or in part entitled to them 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 manufacturers recommendations. Each Waterford Township Superior Officer will be issued with their body armor an undergarment cover and an exterior tactical cover for body armor.

The manufacturer 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 threat level (3a) equivalent or better.

OVERTIME PAY

ARTICLE #23

The Township of Waterford agrees that each full-time Superior Officer of the Township of Waterford for the years 2008 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 a Superior Officer is notified for duty on their normally scheduled working day off, said officer 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 a Superior Officer, provided that upon return of the Chief of Police 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 they shall be compensated as indicated in Article 25, paragraph 1. When an officer receives notification that they are being 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 #24

A.) The Superior Officers hereby covenants and agrees that during the term of this Agreement, neither the Superior Officers 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 their 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 Superior Officers agrees that such action would constitute a material breach of this Agreement.

B.) The Superior Officers 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 Superior Officers 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 Superior Officers 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 Superior Officers

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

MANAGEMENT RIGHTS

ARTICLE #25

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 #26

A.) The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Superior Officers 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 Superior Officers 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 Superior Officers 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 Superior Officers and signed by the President of the Union advising of such changed deduction.

D.) The Superior Officer's Union 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 #27

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 Superior Officers 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 officer has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the officer waives these rights.

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

DISCRIMINATION AND COERCION

ARTICLE #28

A.) The Township and the Superior Officers 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 Superior Officers agree that those 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 Superior Officers against any employee because of the employee's membership or non-membership or activity or non-activity in any such organization.

RULES REGULATIONS

ARTICLE #29

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

TERMINAL LEAVE

ARTICLE #30

A.) The Township agrees that when a Superior Officer retires, terminates 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 termination.

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 #31

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

The pay scale below will be effective as of January 1, 2008 through December 31, 2012:

Captains of Police **(Reserved)**

Lieutenants of Police:	2008 - \$92,184.82
	2009 - \$95,180.83
	2010 - \$98,274.20
	2011 - \$101,468.11
	2012 - \$104,765.82

All monies will be retroactive to January 1, 2008 upon signing of this Agreement.

OUTSIDE EMPLOYMENT

ARTICLE #32

A Superior Officer that engages in police-related activities outside their normal assignment of duties by the township shall do so within the regulations as outlined in Township Off-Duty Employment listed in Chapter 50 sub-section 13(e) of the Township Code, adopted September 22, 2004.

The rate to be paid to the Superior Officer will be set on a yearly basis by the Township of Waterford. There will be three rate levels that include traffic control other traffic control and other police services. The Township and the Superior Officers 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 by the next pay period as long as proper documentation is forwarded to the Treasurer's Office by the police department within three (3) working days prior to the close of the current pay period and the contractor has submitted payment to the Township of Waterford. Once completed, compensation for the off-duty employment will be processed for the next regular pay check.

The Township Treasurer 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 #33

The Township and the Superior Officers understand and agree that the standard weekly work schedule for employees covered by this Agreement will be set by the Chief of Police. Said shifts will be fair and equitable.

LIABILITY AND FALSE ARREST INSURANCE

ARTICLE #34

The Township shall provide the Superior Officers with a liability and false arrest insurance policy.

LAYOFF

ARTICLE #35

The Township of Waterford will hereby grant the Waterford Township Superior 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 #36

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 SUPERIOR OFFICERS OF THE WATERFORD TOWNSHIP POLICE DEPARTMENT. In the event any additions to the Waterford Township Police Department in the form of new Superior 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 #37

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

A.) If any Superior Officer is required to report to jury duty on a day when the officer is scheduled to work 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 the 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 a regularly scheduled shift then the officer and Township shall act in accordance with section A above.

RETIREMENT BENEFITS

ARTICLE #38

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.

3.) 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.

