

Bank note

THIS BOOK DOES
NOT CIRCULATE
1976-1978

THIS AGREEMENT, made and entered into this 1st day of December, 1975, by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILINGBORO, a body corporate and politic, hereinafter referred to as the "Township"; and WILINGBORO LODGE NO. 38, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "Lodge":

IN CONSIDERATION OF the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL PURPOSE: This Agreement is entered into in order to promote harmonious relations between the Township and the Lodge, in the best interests of the residents of Willingboro, establish an orderly and peaceful procedure to settle differences which might arise and to set forth full agreement between the parties concerning all terms and conditions of employment.

2. NON DISCRIMINATION: The Township and the Lodge agree that the provisions of this Agreement shall be applied equally to all employee members of the Lodge in compliance with applicable law against discrimination as to race, color, creed, national origin, a. e., sex or political affiliation or membership or legitimate activity in the Lodge. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

LIBRARY
Institute of Management and
Labor Relations

25 1976

RUTGERS UNIVERSITY

3. RECOGNITION OF BARGAINING UNIT: The Township recognizes, during the term of this Agreement, the Lodge as the sole and exclusive collective negotiating representative for all employees of the Township in its membership, as follows: Patrolmen, Detectives, Sergeants and Lieutenants employed full-time in the Township Police Department. Specifically excluded are the Chief of Police, Special Officers, Dispatchers and Crossing Guards. Future-created positions above the rank of Lieutenant shall have management responsibility as demonstrated by both job description and job assignment and, as such, shall be excluded from the bargaining unit.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the police department, subject to the provisions of this Agreement.

5. GRIEVANCE PROCEDURE:

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

B. No settlement of a grievance shall contravene the provisions of this Agreement.

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

D. An aggrieved person must verbally present his grievance to his executive officer or shift supervisor (whichever one has the authority to correct the grievable event) within 15 days of the occurrence of the event giving rise to the grievance or within 15 days when he should reasonably have known of its occurrence. The executive officer or shift supervisor, as the case may be, shall attempt to adjust the matter within 3 days by meeting with the aggrieved person, and shall render his decision in writing, with copies to the Chief of Police and the President of the Lodge.

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

copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Lodge. The Chief of Police, or his designated representative shall meet with the aggrieved person and any representative of the Lodge he shall designate in an attempt to adjust the matter within 5 days, and shall render his decision in writing, with copies to the aggrieved person, the President of the Lodge and the individual rendering the decision at the first level of this procedure.

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

copies to the aggrieved person, the Chief of Police and the President of the Lodge.

G. If a grievance is not appealed within the time limits hereinabove described, it shall be deemed settled.

6. PRIVATE COUNSEL FOR MEMBERSHIP OF THE POLICE DEPARTMENT: Council recognizes its obligations under R.S. 40A:14-55. Thus, whenever a member of the Lodge shall become a defendant in any legal proceeding arising out of or incidental to the performance of his duties, that member shall have the right to select an attorney of his choice to represent him. If he is acquitted or the charge is dismissed in a matter heard in the municipal court, if the complaint is on behalf of the Township, counsel fees up to \$125.00 would be payable by the Township. If the complaint is not on behalf of the Township, no matter what the outcome may be, similar counsel fees would be payable.

If it is a disciplinary hearing and the member is acquitted or the charges are dismissed, counsel fees up to \$125.00 would be payable by the Township.

If there is a successful appeal of either of the above situations, counsel fees up to \$150.00 would be payable.

Where a member is charged with an indictable offense, the counsel fees would bear a reasonable relationship to the nature of the offense. To facilitate this, the member shall advise the Township attorney of the name and address of his selected, personal attorney immediately after initially consulting with him.

All counsel fees to be paid by the Township shall first be submitted to the Township attorney for review as to reasonableness and only those charges which are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

7. SALARY: The schedule below is established as the annual salary rates in effect for members of the Lodge effective during the term of this Agreement:

Patrolmen

1976

A	B	C	D	E	F	G
11,032	11583	12162	12770	13407	14075	14782

1977

A	B	C	D	E	F	G
11804	12393	13013	13663	14345	15060	15816

1978

A	B	C	D	E	F	G
12630	13260	13923	14619	15349	16114	16923

Sergeants

1976

A	B	C	D	E	F	G
12770	13407	14075	14782	15520	16296	17111

1977

A	B	C	D	E	F	G
13663	14345	15060	15816	16606	17436	18308

1978

A	B	C	D	E	F	G
14619	15349	16114	16923	17768	18656	19589

Lieutenants

1976

A	B	C	D	E	F	G
14075	14782	15520	16296	17111	17967	18866

1977

A	B	C	D	E	F	G
15060	15816	16606	17436	18308	19224	20186

1978

A	B	C	D	E	F	G
16114	16923	17768	18656	19589	20569	21599

It is understood and agreed that the lettered positions on the above schedules represent merit increments. Determination as to whether a member shall receive a merit increment commencing on January 1, 1976, shall be in accordance with the standards utilized in the years previous to this Agreement. Determination as to whether a member shall

receive a merit increment commencing on January 1, 1977, 1978, and 1979, shall be in accordance with the standards set forth in the Memorandum attached hereto as Schedule "A" and made a part hereof.

8. EDUCATIONAL PAYMENTS: The Township shall pay to full-time members of the Lodge the sum of \$100.00 for the successful completion of each 10 college credits and \$10.00 for each college credit thereafter in any accredited institution earned while in the Township employ in any course related to his or her job responsibilities and or required for an appropriate degree related to his or her job responsibilities, up to a maximum of \$600.00 for 60 credits. An employee shall request such educational payment in writing to the Township's director of finance within the calendar year in which he or she completes any of the specified number of college credits as indicated above. The liability of the Township for any such educational payments shall be limited to the calendar year in which said request is received, provided that no future requests shall be required to maintain such employee's current education payment level. Such educational payment shall be payable annually in December of each year.

9. HOLIDAYS: The Township shall designate twelve holidays per year of this Agreement. Payment for these holidays shall be made in one payment during the first

pay period in December of each year, on a straight-line basis, for each such holiday in which an employee's services are required.

10. VACATION LEAVE: The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

A. Fourteen days per year for each year of employment up to and including ten years.

B. Seventeen days per year for each year of employment up to and including twenty years.

C. Twenty-two days per year for each year of employment thereafter.

11. SICK LEAVE: The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

A. One day per month of employment for each month in the first calendar year of employment.

B. Fifteen days per year thereafter.

Unused sick leave may be accumulated from year to year during the term of this Agreement.

12. COMPENSATORY TIME: All employees covered under this Agreement who have accumulated on the date of the start of this Agreement any compensative time due then must use up at least twenty days of compensatory time per year of this Agreement. Should any employee fail to so utilize available compensatory time, up to a maximum of twenty days per year of this Agreement, said compensatory

time shall be deemed to have been waived and relinquished. Utilization of said accumulated compensatory time may be taken in segments of eight hours, wherever possible.

13. SICK LEAVE INCENTIVE: Any employee covered under this Agreement who shall utilize less than four days of sick leave in any year of this Agreement shall receive an additional three days which shall vest in the employee on the last day of scheduled work during each year of this Agreement. The employee shall be entitled to utilize said additional three days in any of the following ways: utilization as sick leave, or accumulated sick leave, vacation or personal days, or in any combination thereof totalling three days.

14. ACCUMULATED SICK LEAVE: Full payment will be made by the Township to an employee upon his retirement or to his surviving spouse or minor children upon his death for the first fifty days of accumulated sick leave or forty per cent of his total accumulation of sick leave, whichever is greater. Retirement shall include early retirement under Civil Service Rules after fifteen years of service or disability retirement.

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

15. UNIFORM ALLOWANCE: The Township agrees to provide all employees covered under this Agreement with

the sum of \$15.00 per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township.

The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or to irreparable damage, except for officers assigned to the investigative division who shall receive a payment of \$200.00 in lieu thereof.

16. SHIFT DIFFERENTIAL: Officers regularly assigned to the 4 p.m. to midnight shift shall be granted a three per cent pay differential increase over their basic salary. Officers regularly assigned to the midnight to 8 a.m. shift shall be granted a five per cent pay differential increase over their basic salary. These amounts shall be paid in December of each year upon certification by the Chief of Police and approval of the Township Manager.

17. INVESTIGATION AND CANINE DIVISION ASSIGNMENT: All regular full-time officers assigned to the police department canine division shall receive a one-step pay increase for the period of time they are so assigned. All regular full-time police officers assigned to the investigative division shall receive a two-step pay increase for the period of time they are so assigned. This increase shall be in lieu of overtime pay for the specified assignment.

18. LONGEVITY PAYMENT: An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified percentage

of compensation above his base pay, beginning with the next pay period following the date of completion of said service:

- 8 years - five per cent
- 12 years - ten per cent
- 16 years - fifteen per cent
- 20 years - twenty per cent

An employee shall request said longevity increase in writing to the Township's director of finance within the calendar year in which he completes any of the specified number of years as indicated above. The liability of the Township for any such longevity payments shall be limited to the calendar year in which said request is received, provided that no future request shall be required to maintain such employee's current longevity payment level.

19. OVERTIME PAY: Under N.J.S.A. 40:14-134, an "emergency" warranting time and one-half pay shall exist whenever (a) additional men are called in because the police force is below a minimum level of manpower; or (b) there exists a danger or peril to the public safety, as determined in the sole discretion of the Chief of Police, and, as a result, additional men are called to duty. Examples of this latter condition might be a riot situation or a natural disaster and act of God.

An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court; (c) for ceremonial duties; or (d) a change in

working hours between members of the department by reason of their own, mutual agreement. In these situations, either normal, straight overtime pay or compensatory time off, as the case may be, shall be payable.

20. COST-OF-LIVING BONUS: Employees covered under this Agreement shall receive a cost-of-living bonus, representing the actual median monthly increase in the consumer cost-of-living index for the Philadelphia region for the current twelve-month period ending in October. The bonus shall be paid in December of each year of this Agreement but shall not be computed to exceed two per cent.

21. INSURANCE: There shall be provided for all employees, in addition to required Workmen's Compensation insurance, the following insurance:

A. Blue Cross - 365 Plan Coverage, the cost to be borne at 75% by the Township and 25% by the employee.

B. Blue Shield - U.C.R. Plan Coverage, the cost to be borne solely by the Township.

C. Group Dental - non-voluntary, incentive Plan Coverage, for one, two or three party, as appropriate, the cost to be borne solely by the Township.

22. PROMOTIONAL INCREMENTS: All employees covered under this Agreement, upon promotion in rank covered by this Agreement, shall receive a promotional increment equivalent to a one-step increment above the base salary at the date of promotion in the previous position.

23. EFFECT OF SUBSEQUENT LEGISLATION: The Township and the Lodge agree that in the event local, state or federal legislation is passed which would alter the terms of this Agreement, such legislation is inoperable, null and void during the term of this Agreement for those employees covered by this Agreement, unless otherwise mutually agreed.

24. FULL UNDERSTANDING: It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution of this Agreement, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

25. TERM OF AGREEMENT: This Agreement shall be in full force and effect from January 1, 1976, through December 31, 1978, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to September 1, 1978, or prior to September 1 of the appropriate succeeding twelve month period, of its desire to negotiate a new contract. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the limits provided for herein, and no Agreement shall have been reached on the date this Agreement expires, such Agreement shall

be extended until such negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Lodge have caused this Agreement to be executed by their proper officials on the date above first written.

TOWNSHIP OF WILLINGBORO

ATTEST:

Barbara M. Kucy
CLERK

BY:

[Signature]
MAYOR

WILLINGBORO LODGE NO. 38

ATTEST:

[Signature]
SECRETARY

BY:

[Signature]
PRESIDENT