

1981-1982 AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Willingboro, 1981, by and between the TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, a body corporate and politic, hereinafter referred to as the "Township"; and WILLINGBORO 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, to 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, age, sex or political affiliation or membership or legitimate activity in the Lodge. All references in this

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Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

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, Captain, Special Officers and Dispatchers.

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 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 the Executive Officer 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 in 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, 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.

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, usual, customary and reasonable fees would be payable by the Township, subject to review by the Township attorney. 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, usual, customary and reasonable nature would be payable by the Township, subject to review by the Township attorney.

Where a member is charged with an indictable offense, the counsel fees shall 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.

After review of a voucher for counsel fees by the Township attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.

The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4.

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:

Patrol Officers - 1981

Increment	A	B	C	D	E	F	G
889	15,684	16,574	17,464	18,352	19,242	20,132	21,018

Patrol Officers - 1982

Increment	A	B	C	D	E	F	G
978	17,252	18,231	19,210	20,187	21,166	22,145	23,120

Sergeants - 1981

Increment	A	B	C	D	E	F	G
1029	18,154	19,184	20,214	21,243	22,273	23,302	24,331

Sergeants - 1982

Increment	A	B	C	D	E	F	G
1132	19,969	21,102	22,235	23,367	24,500	25,632	26,764

Lieutenants - 1981

Increment	A	B	C	D	E	F	G
1134	20,011	21,144	22,277	23,411	24,544	25,677	26,814

Lieutenants - 1982

Increment	A	B	C	D	E	F	G
1247	22,012	23,258	24,505	25,752	26,998	28,245	29,495

KEARNS, VASSALI O.
KEARNS & LEBON
ATTORNEYS AT LAW
215 SUNSET ROAD
WILLINGBORO N.J. 08046
16091 877 6550

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

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, in accordance with the following provisions:

A. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00);

B. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;

C. Payments shall be made for up to ninety (90) credits, but not for credits earned above ninety (90), until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.

D. The maximum eligibility shall be for one hundred twenty (120) credits.

E. An employee shall request such educational payment, in writing, to the Township's Director of Finance within the calendar year in which he/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, except as provided in subparagraph G herein.

F. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and (90) credits.

G. If an employee in a calendar year does not earn at least six (6) credits, the payment to the employee hereunder shall only be for the lowest credit level of credits earned previous to that calendar year. For example, if an employee has earned forty (40) credits in a year, and the following year earns less than six additional credits, the employee shall receive payment at the next lowest credit level, or thirty (30) credits. If the employee in a succeeding year earns six (6) or more credits, he/she shall receive payments for actual credits earned which shall continue unless such program earning credits is not made. An employee shall not revert back to the next lowest credit level where he/she is unable to earn at least six (6) credits in a calendar year by reason of departmental shift schedule or leave of absence for medical reasons.

H. The educational incentive payment shall be payable annually, in December of each year.

I. The Township does agree to pay tuition for police officers unable to obtain L.E.A.P. or V.A. funding subject to budget appropriation limits. Proof of unavailability from either L.E.A.P. or V.A. rests with the officer submitting the request for educational payments.

9. HOLIDAYS: The Township shall designate holidays each year as follows: for 8 hours shift per day employees - 96 hours (12 days); for 10 hours shift per day employees - during calendar year 1981, 108 hours (10.8 days); during calendar year 1982, 120 hours (12 days). Payment for these holidays shall be in one (1) payment during the first pay period in December of each year, on a straight-time basis, for each such holiday.

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

- A. For employees on an eight (8) hour shift:
 - 1. One hundred twenty (120) hours [fifteen (15) days] per year for each year of employment up to seven (7) years.
 - 2. One hundred forty-four (144) hours [eighteen (18) days] per year for each year of employment from eight (8) through twelve (12) years.

3. One hundred eighty-four (184) hours twenty-three (23) days] per year for each year of employment above twelve (12) years.

B. For employees on a ten (10) hour shift:

1. One hundred thirty (130) hours [thirteen (13) days] per year for each year of employment up to seven (7) years.

2. One hundred fifty (150) hours [fifteen (15) days] per year for each month of employment from eight (8) through twelve (12) years.

3. One hundred ninety (190) hours (nineteen (19) days] per year for each year of employment above twelve (12) years.

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

A. For employees on an eight (8) hour shift:

1. Eight (8) hours [one (1) day] per month of employment for each month in the first calendar year of employment.

2. One hundred twenty (120) hours [fifteen (15) days] per year thereafter.

B. For employees on a ten (10) hour shift:

1. Ten (10) hours [one (1) day] during the first three (3) months and ten (10) hours one (1) day each month thereafter in the first calendar year of employment.

2. One hundred twenty (120) hours (twelve (12) days] per year thereafter.

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

The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two days in a calendar year of sick leave for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two days (in a calendar year) of sick leave for non-physical illness, for each day after the second day, the employee shall provide the Chief of Police with written proof that the employee has made arrangements for such outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Burlington County Family Services or Delaware House, the Township agrees to pay for such counseling, up to a maximum of five visits. It is further agreed that the substance of such consultation shall not be disclosed to the Township, absent the employee's prior approval; but that the actual fact of such consultations shall be disclosed to the Township.

The fact that such counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit or continued employment.

12. COMPENSATORY TIME: All employees covered under this Agreement who have accumulated on the date of the start of this Agreement any compensative time due them must use up at least one hundred sixty (160) hours of compensatory time per year of this Agreement. Should any employee fail to so utilize available compensatory time, up to a maximum of one hundred sixty (160) hours 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 (8) hours or segments of ten (10) hours depending on whether the employee is on an eight (8) hour or a ten (10) hour shift, whenever possible.

13. SICK LEAVE INCENTIVE: Any employee covered under this Agreement who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement shall receive an additional three (3) days or its hourly equivalent 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 (3) days or its hourly equivalent in any of the following ways: utilization as sick leave or accumulated sick leave, vacation or personal days, or in any combination thereof totaling three (3) days or its hourly equivalent.

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 (50) days of accumulated sick leave or (A) During 1981, sixty-five (65%) percent or (B) During 1982, seventy (70%) percent 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 ALLOWNACE: The Township agrees to provide all employees covered under this Agreement with the sum of \$20.00 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 three hundred twenty-five (\$325.00) in lieu thereof.

16. SHIFT DIFFERENTIAL: Officers regularly assigned to the 2 p.m. to 12:00 midnight shift shall be granted seventy percent (70%) of an increment over their basic salary. Officers regularly assigned to the 9 p.m. to 7:00 a.m. shift shall be granted a one-increment 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 ASSIGNMENTS:

All regular full-time officers assigned to the police department canine division or community relations office shall receive one (1) full increment for the period of time they are so assigned. All regular full-time police officers assigned to the investigative division shall receive two (2) increments for the period of time they are so assigned. This increase shall be in lieu of overtime pay for the specified assignment.

18. LONGEVITY PAYMENTS: An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified increments of compensation above his base pay, beginning with the next pay period following the date of compensation of said services:

8 years	-	one increment
12 years	-	two increments
16 years	-	three increments
20 years	-	four increments

An employee shall request said longevity increase in writing to the Township's director of finance within the calendar year.

19. OVERTIME PAY:

A. Under N.J.S.A. 40:A14-135, an "emergency" warranting time and one-half pay shall exist whenever (a) additional men are called in because the public safety, as determined in the sole discretion of the Chief of Police or his designee, 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. Payment shall be paid for a minimum of one (1) hour.

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 situation, either normal, straight overtime pay or compensatory time off, as the case may be, shall be payable.

B.

1. An employee working in excess of one (1) hour beyond the end of his/her scheduled shift at his/her supervisor's discretion shall be paid at one and one half (1 1/2) time for all time worked.

2. An employee going to court when on duty shall not receive any extra compensation. An employee going to court when not on duty shall be paid at straight time, for a minimum of two (2) hours. An employee going to court when the employee is on vacation shall be paid at one and one-half (1 1/2) time for the time expended with a minimum of two (2) hours.

3. Employees shall be paid at straight time for Fourth of July and Fun Day events, provided an employee shall not be required to work at these events when on scheduled vacation. All other details shall require payment at one and one-half (1 1/2) time (when worked in excess of scheduled shift).

20. INSURANCE: There shall be provided for all employees, in addition to required Workers 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. Major Medical - the Township shall continue to provide at its costs the major medical insurance coverage in accordance with the policies and coverages that have been provided prior to this Agreement.

D. Group Dental - Non-voluntary, incentive Plan Coverage, for one, two or three-party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan participants, shall be 100%. The Plan to be effective October 1, 1980, the Plan shall be amended to include adult orthodontics.

E. Supplemental Wage Insurance - the Township will continue to pay an employee his base salary while such employee is receiving Worker's Compensation Insurance benefits, provided the employee assigns over to the Township any Worker's Compensation Insurance proceeds received, not to include case settlements.

This protection shall continue in effect only while the employee is receiving Worker's Compensation Insurance benefits, or for a period of two (2) years, whichever is less.

F. An employee who retires from the department shall be eligible to continue to be a member of any insurance group hereunder, except Worker's Compensation, provided (1) the insurance company will allow this; (2) the retired employee pays the full cost thereof, such payment to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. Retired employees who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and not entitled to re-enroll. Retirement shall include early retirement, under Civil Service Rules, after fifteen (15) years of service or disability retirement.

G. The surviving spouse and dependant children of an employee who was a full-time employee of the Township at the time of his death shall be entitled to continue to participate in the insurance coverages set forth in Paragraphs A. (Blue Cross), B. (Blue Shield), C. (Major Medical), and D. (Group Dental) for a period of two (2) years after the death of the employee. The Township shall continue to pay the same portion of the cost as the Township would have paid to the employee. After the two (2) year period has expired the surviving spouse and dependant children shall be eligible to continue to participate in the insurance coverages provided that the surviving spouse and dependant children pay the full cost thereof, such payment to be made to the Township Treasurer on or before December 1, March 1, July 1

September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependant children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to such continued participation being permitted by the insurance company providing the coverage.

21. PROMOTIONAL INCREMENTS: All employees covered under this Agreement, upon promotion in rank covered by this Agreement, shall be placed on the salary scale at a level in the new rank which is the next higher base salary than that being earned in the present rank.

22. EFFECT OF SUBSEQUENT LEGISLATION: The Township will not effect any changes in this Agreement or any changes which would effect the employee group under this Agreement without prior negotiations with the Lodge.

23. FULL UNDERSTANDING: Minutes of all negotiating sessions have been taken and transcribed. They have then been reviewed by all parties to the negotiations, amended as necessary and approved by all parties. They then become an official memorandum and are attached to this Agreement to be used by either party for the purpose of interpreting the Agreement as to the intent of the parties.

The parties further agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of such legislation and further action thereto.

24. LEAVE OF ABSENCE FOR DEATH IN FAMILY: An employee will be allowed the following time off in the case of death of:

A. Father, mother, grandfather, grandmother, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, from the day of death until the day of burial, inclusive, or five (5) days, whichever is greater.

B. For grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, niece or nephew, and aunt or uncle, the day of the burial.

C. Exceptions to this rule may be made where the deceased as described in "A" is buried in another city and the member would be unable to return in time for duty with the leave granted.

25. REPLACEMENT OF LOST PERSONAL PROPERTY: The Township agrees to compensate an employee for damage to, or loss of, prescriptive lenses or a wristwatch damaged or lost in the performance of duty, provided notice of such damage or loss shall be given to the shift supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of \$50.00.

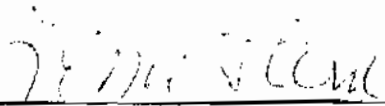
26. TERM OF AGREEMENT: This Agreement shall be in full force and effect from January 1, 1981, through December 31, 1982, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to September 1, 1982, or prior to September 1 of the appropriate succeeding twelve-month (12) period, of its desire to negotiate a new contract, within the limits provided for herein, and no Agreement shall have been reached on the date of this Agreement expires, such Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

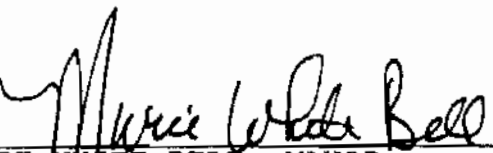
It is further specifically provided that the provisions of Paragraphs 6 (Private Counsel); 7 (Salary); and 15 (Uniform Allowance) shall be effective October 1, 1980.

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.

ATTEST:

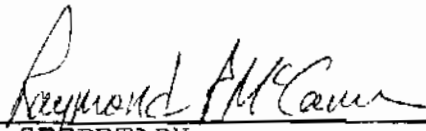
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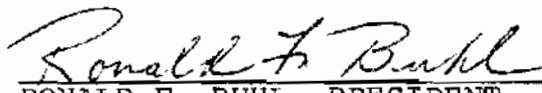

TOWNSHIP CLERK

BY: 
MARIE WHITE BELL, MAYOR

ATTEST:

WILLINGBORO LODGE NO. 38


SECRETARY


RONALD F. BUHL, PRESIDENT