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RESOLUTION NO. 2008 - 42

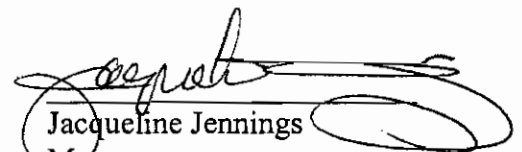
**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN AN AGREEMENT WITH THE
WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICER ASSOCIATION**

WHEREAS, the Willingboro Township Special Law Enforcement Officer Association and the Township of Willingboro have concluded collective labor negotiations; and

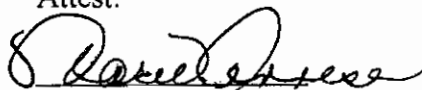
WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of February, 2008, that:

- A. The attached collective negotiation agreement is approved, covering the period July 1, 2006 through June 30, 2007 and for succeeding periods of 12 months until June 30, 2009 unless either party shall notify the other as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Special Law Enforcement Officer Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Special Law Enforcement Officer Association for her information and attention.


Jacqueline Jennings
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	☒			
Councilman Campbell	☒			
Councilman Ramsey	☒			
Dep. Mayor Stephenson				☒
Mayor Jennings	☒			

Collective Bargaining Agreement
Between the
Willingboro Special Law Enforcement Officer Association
and the
Township of Willingboro

WHEREAS, the **Township of Willingboro** is a public body politic and corporate formed as the Constabulary of Wellingborrow on November 6, 1688; and further incorporated as Willingborough Township on February 21, 1798, pursuant to "An Act incorporating the Inhabitants of Townships, designating their Powers, and regulating their Meetings", P.L.1798, p. 289; the name was changed, pursuant to a referendum held November 3, 1959, to Levittown Township; the name was further changed, pursuant to a referendum held November 12, 1963, to Willingboro Township, as recorded in P.L. 1963, p. 1167; the said Township of Willingboro being governed generally by the provisions of Title 40 of the New Jersey Revised Statutes and specifically pursuant to Council-Manager Plan E of "An act concerning municipalities, providing a plan for optional charters and for the manner of adoption and effect thereof", otherwise known as "The Optional Municipal Charter Law", L. 1950, c.210, and the acts amendatory thereof and supplemental thereto, and **WHEREAS**, the **Township Council of the Township of Willingboro** is the duly constituted and elected Governing Body of the Township of Willingboro, and

WHEREAS, the **Willingboro Special Law Enforcement Officers Association** is a duly constituted and recognized bargaining unit and representative of certain employees, as set forth in this Agreement,

WHEREAS, the parties have negotiated the terms and conditions of a new agreement, to be effective as of July 1, ~~2002~~, 2006 ^{12/11/07}

NOW THEREFORE, in consideration of the mutual promise contained herein:

THIS AGREEMENT, is made and entered into this 11, day of December, 2007, by and between the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO**, a body corporate and politic, hereafter referred to as the "Township"; and the **WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION**, hereafter referred to as the "Association";

1. GENERAL PURPOSES: This Agreement is entered into in order to promote harmonious relations between the Township and the Association, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties resulting from collective bargaining.

2. NON-DISCRIMINATION: The Township and the Association agree that all provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Association membership.

3. RECOGNITION OF BARGAINING UNIT: The Township recognizes, during the term of this Agreement, the Association as the sole and exclusive collective negotiating representative for all part-time Special Law Enforcement Officers employed by the Township. Specifically excluded are all other employees of the Township, including School Traffic Guards, Animal Control Officers, employees of the Inspections Department, or those assigned to conduct the annual dog census any of whom may be designated as 'Special Law Enforcement Officers- Class I' in order to enable them to carry out their duties.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the Police Department, including the Special Law Enforcement Officer function, subject to the provisions of this Agreement.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the *New Jersey Department of Personnel and Merit System Board*, including but not limited to suspensions, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

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

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person, which may include the association, must present the grievance, in writing, to his or her immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person, or with a designated representative of the Association, where the grievance is presented by the Association, and shall render a decision in writing, with copies to the Director of Public Safety, Township Manager and to the President of the Association.

5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party or by the President of the Association 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, the Director of Public Safety and upon the President of the Association. The Director of Public Safety or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the designated representative of the Association and the individual

rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) days after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of the Association.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Association.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne by the party that does not prevail in the determination of the arbitrator, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. Salary:

Uncertified Special Law Enforcement Officers - Minimum Wage*

Certified Class I Special Law Enforcement Officers:

	2006-07	2007-08	2008-09
A	\$ 14.00	\$ 14.00	\$ 14.25
B	\$ 15.07	\$ 15.57	\$ 15.98

Certified Class II Special Law Enforcement Officers:

	2006-07	2007-08	2008-09
A	\$ 16.21	\$ 16.74	\$ 17.18
B	\$ 16.73	\$ 17.29	\$ 17.82

The hourly rate established for 'Uncertified' Special Law Enforcement Officer is fixed at the minimum wage established by federal and state law. In the event that the minimum wage rate is changed, the rate established for the term of this agreement shall automatically be changed to comply with the minimum wage rate provided by law.

- - - A step – Officers with up to five years of continuous service as a Special Law Enforcement Officer.

B step – Officers with five or more years of continuous service as a Special Law Enforcement Officer.

6. 1. A 'Certified – Class I' or a 'Certified – Class II' Special Law Enforcement Officer shall be defined as a Special Law Enforcement Officer who has satisfactorily completed the required police training course approved by the New Jersey Police Training Commission and who has been certified as a Class I or Class II Special Law Enforcement Officer and who is actually employed by the Township in the specific class.

6.2 Supervisory Incentive:

6.2.1. Any Special Law Enforcement Officer designated with the rank 'Corporal' and assigned to supervisory duties shall receive an additional \$.45 per hour while so assigned.

6.2.2 Any Special Law Enforcement Officer designated with the rank 'Sergeant' and assigned to supervisory duties shall receive an additional \$.55 per hour while so assigned.

6.3 Payment of Wages – The payment of wages shall be bi-weekly on a day established by Township and based on payroll records submitted to the Township Treasurer one week in advance of the payday. Any paycheck not claimed on the payday will be mailed on the next business day to the home address of the Special Law Enforcement Officer as shown on the records maintained in the office of the Township Treasurer.

6.4 Cancelled Assignments -- Whenever a Special Law Enforcement Officer reports for an assigned duty and then learns that the assignment has been canceled and does not receive another assignment he or she shall be compensated for a minimum of three hours or one half of the scheduled work hours, which ever is greater. If an assignment is canceled less than 24 hours prior to the start the assignment, the Special will be paid a minimum of two hours. The 24-hour rule shall not apply to third party assignments that are not under the control of the Township.

6.5 For the purpose of this agreement year one shall begin on July 1, 2006 and end on June 30, 2007; year two shall begin on July 1, 2007 and end on June 30, 2008; year three shall begin on July 1, 2008 and end on June 30, 2009.

7. Holidays: If any member of the Association shall work on New Year's, Memorial, Independence, Labor, Thanksgiving and Christmas days that employee shall be compensated at the rate of two times the applicable rate.

8. Uniforms and Cleaning Allowance:

8.1 Special Law Enforcement Officers uniforms shall be provided by the Township. The standard issue shall be defined in the Police Standard Operating Procedures and shall be of the same style, design and manufacturer as those issued to Regular Officers with the exception of the Special Officer designation as required by statute. The Department shall replace uniforms damaged by duty requirements or by normal wear and tear. Appropriate supplemental issues of equipment and uniforms issued to Regular Officers shall be issued to Special Officers. as

~~determined by the Director.~~ Uniforms shall only be worn while on duty in accordance with Police Department Standard Operating Procedures.

8.2 The Township agrees to provide the Special Law Enforcement Officers with a cleaning allowance for the cost of maintaining the uniforms in the amount of Four Hundred Dollars (\$400.00) per year, payable in equal quarterly installments for each quarter of the contract year, payable in the months of September, December, March and June.

8.3 No payment of the Uniform and Cleaning Allowance shall be made for any calendar quarter in which the Special Law Enforcement Officer does not work as a Special Law Enforcement Officer for the Township of Willingboro.

9. Bullet Proof Vest:

9.1. The Township agrees to provide each Special Law Enforcement Officer with a bulletproof vest for use by the Special Law Enforcement Officer only when the Special Law Enforcement Officer is on duty for the Township of Willingboro. The Township further agrees to pay for all routine or duty related replacements, repairs, re-certification and routine maintenance of the vests. Any special Officer who supplied his own bullet proof vest will be reimbursed \$200.00 for the vest on the 2 year anniversary date of the appointment if the vest meets current standards.

9.2 The bullet proof vest shall be the property of the Township and shall be surrendered to the Township upon the request of the Director of Public Safety or designee or upon the termination of employment with the Township, including termination as the result of not being re-appointed.

9.3. Any Special Law Enforcement Officer who receives a bullet proof vest shall be required to wear the vest at all times when on duty, in accordance with the Standard Operating Procedures of the Willingboro Police Department.

10. Insurance: In accordance with applicable laws and regulations, Special Law Enforcement Officers shall be covered for Worker's Compensation, unemployment, social security. Any Special Law Enforcement Officer who

is not covered by a medical and hospitalization insurance plan through another employer shall be eligible to participate in the medical and hospitalization insurance plan available to Township employees. That participation shall be solely at the expense of the Special Law Enforcement Officer and shall require no contribution or expense on the part of the Township. The premium charged to the Special Law Enforcement Officer shall be payable quarterly, in advance. Failure to make the payment when due quarterly, in advance, shall result in immediate termination from the coverage. Participation in this insurance coverage shall be conditional on and subject to the rules and regulations established by the insurance carrier providing the coverage.

11. Full Understanding and Effect of Subsequent Legislation: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto. No modification or vacation of any term or condition of employment established in this agreement by judicial, legislative or regulatory act shall serve to automatically void any other provision of this agreement.

12. Replacement of Lost Personal Property: The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the 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 Fifty (\$50.00) dollars for a wristwatch or One Hundred Twenty-five (\$125.00) dollars for prescription eyeglasses.

13. Compensation during Training and Reimbursement Obligation: Special Law Enforcement Officer assigned for training shall be compensated at their applicable hourly rate for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for the full cost of training. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training and receiving his or her Certification as a Special Law Enforcement Officer shall be required to reimburse the Township for one-half the cost of training. For the purposes of this provision the costs

of training shall include any physical or psychological examinations, tuition and costs at the police academy or other training facility and salary paid during the period of training. This reimbursement obligation shall not be applicable where the employment of the Special Law Enforcement Officer has been terminated by the Township or where the Special Law Enforcement Officer has been appointed as a full-time police officer in the Township of Willingboro.

14. Legal Defense: Whenever a Special Law Enforcement Officer shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of his or her duties as a Special Law Enforcement Officer, the Township shall provide the Special Law Enforcement Officer with the means for legal defense. The Special Law Enforcement Officer shall be required to cooperate with the attorney assigned to provide the Special Law Enforcement Officer with the legal defense in the proceeding.

15. Job Posting :

15.1 All vacancies or all newly created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten (10) days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

15.2 The Township will post a notice within 5 days after filling the vacancy or newly-created position with the name of the individual selected.

16. Continuing Education and Training :

The Township supports the continuing education and training of the Special Officers in the field of law enforcement. The Township shall, at the request of the Special Law Enforcement Officer and subject to the approval of the Township Manager or designee, as well as the budget, support law enforcement training in addition to the Special Police Officer Certification Program where appropriate. The Department will pay 50 percent per class, session or event, to a maximum of \$100.00 upon prior approval and subject to funds availability. Special Law Enforcement Officer who request such additional training or continuing education courses shall not be compensated by the Township for time spent in training. Any Special Law Enforcement Officer who resigns within one year after completion of such training or course work shall be required to

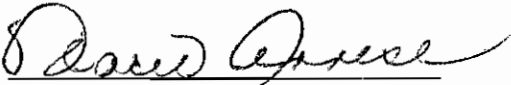
reimburse the Township for the full cost of training or course. Any Special Law Enforcement Officer who resigns after one year but within two years after completion of training or course work shall be required to reimburse the Township for one-half the cost of training or course.

17. Term of the Agreement: This Agreement shall be in full force and effect from July 1, 2006, through June 30, 2007 and for succeeding periods of twelve (12) months until June 30, 2009, unless either party shall notify the other in writing prior to April 1, 2009, or prior to April 1st of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be executed by their proper officials.

ATTEST

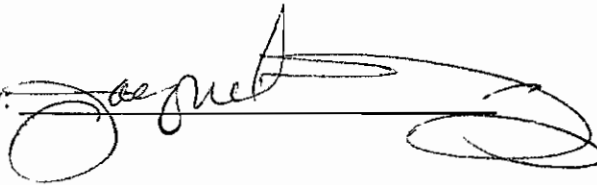
TOWNSHIP OF WILLINGBORO



Marie Annesse, RMC

Township Clerk

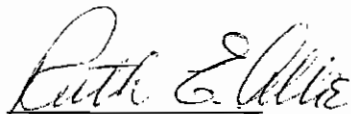
By:



Mayor

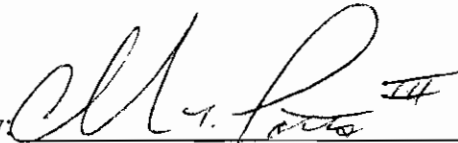
WILLINGBORO SPECIAL LAW ENFORCEMENT OFFICERS ASSOCIATION

ATTEST



Secretary

By:



President

(data/apps/contracts/specagr.doc)

12/11/07