

TOWNSHIP OF WILLINGBORO
RESOLUTION NO. 2021-153

RESOLUTION AUTHORIZING THE RATIFICATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND THE LAW ENFORCEMENT SUPERVISORS' ASSOCIATION, FOP LODGE NO. 38

WHEREAS, the Superior Officers in the full-time employ of the Willingboro Township Police Department are organized as a collective negotiation unit called the Law Enforcement Supervisors Association; and

WHEREAS, representatives of the said negotiating unit have negotiated with the Township Manager a proposed contract for the period of January 1, 2020 through December 31, 2023, the terms of which have been memorialized by a Memorandum of Agreement which contains provisions with respect to compensation and other conditions of employment negotiated for this contract period; and

WHEREAS, the Township Council is authorized to enter into such a contract with a public bargaining negotiations unit without public advertising for bids as provided by the Local Public Contracts Law; and

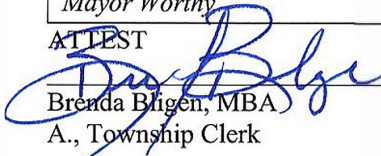
WHEREAS, the parties have negotiated the terms of the agreement and the Township Council desires to ratify this agreement.

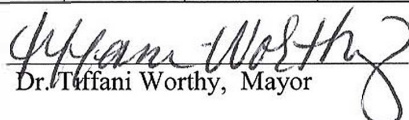
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey as follows:

1. That the Township Council hereby approves and ratifies the Memorandum of Agreement negotiated with the Law Enforcement Supervisors Association for the term January 1, 2020 through December 31, 2023.
2. That the Township Manager and the Township's legal counsel are hereby authorized to memorialize a new contract for the foregoing term that incorporates and is consistent with the negotiated changes reflected in the Memorandum of Agreement.
3. That all provisions of the said contract once conformed and adopted hereinafter shall be construed consistent with and not as a waiver of any existing constitutional or statutory provisions.
4. That the Township Clerk and the Mayor are hereby authorized to execute, enseal and deliver said agreement on behalf of the Township.
5. Notice of this action shall be published as required by law.

<i>Councilmember</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>Nay</i>	<i>Recuse</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>			X				
<i>Councilwoman Perrone</i>	x		X				
<i>Councilwoman Whitfield</i>		x	X				
<i>Deputy Mayor McIntosh</i>			X				
<i>Mayor Worthy</i>			X				

ATTEST


Brenda Bligen, MBA
A., Township Clerk


Dr. Tiffani Worthy, Mayor

**MEMORANDUM OF AGREEMENT
BETWEEN THE
LAW ENFORCEMENT SUPERVISORS ASSOCIATION, FOP LODGE NO. 38
AND
TOWNSHIP OF WILLINGBORO**

This Memorandum of Agreement sets forth the terms and conditions for a successor collective negotiations agreement between the Law Enforcement Supervisors Association, FOP Lodge 38 ("LESA") and the Township of Willingboro, New Jersey ("Township"), which shall be subject to ratification by the parties, respectively.

Any items in the expired collective negotiations agreement (January 1, 2016 through December 31, 2019) not specifically modified by this Memorandum of Agreement shall remain in full force and effect as though set forth completely herein. Where language and/or sections are deleted pursuant to the following, contract numbering will be adjusted, as appropriate.

The parties hereby agree to the following:

- 1) Contract years: January 1, 2020, through December 31, 2023.

- 2) Section 7.4 shall be deleted in its entirety.

- 3) Section 8.1 shall be modified to reflect the following increases to the annual salary rates for Sergeants, Lieutenants and Captains:
 - Effective 7/1/2020 – 1.50% Across the Board Increase
 - Effective 7/1/2021 – 2.25% Across the Board Increase
 - Effective 7/1/2022 – 2.30% Across the Board Increase
 - Effective 7/1/2023 – 2.50% Across the Board Increase

- 4) Section 10.2 will have the following language added: "Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay shall be based upon 115 hours per year for each employee and shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each

holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.”

5) Sections 12.3.1 shall be modified to increase the sick time allotment from 120 hours per year to 150 hours per year for members on the 10 hours shift and 172.5 hours per year for members on the 11.5-hour shift schedule.

6) Section 12.9 shall be deleted in its entirety.

7) Section 14.1 shall be modified to read as follows: “Sergeants and Lieutenants covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the Fair Labor Standards Act. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, ten (10) hours or eleven and one half (11.5) hours, depending on whether the employee is on an eight (8) hour, ten (10) hour or an eleven and a half (11.5) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. Smaller segments of the accumulated compensatory time may be taken whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.”

8) Section 14.5.1 shall be modified to read as follows: “Sergeants and Lieutenants who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080-hour work year by thirteen hours, shall receive nineteen and one-half hours (19.5) of compensatory time annually, in lieu of overtime compensation. This time shall be granted at the rate of one (1) hour per month January through May; two (2) hours per month June through November, and two and one-half (2.5) hours in the month of December.”

9) Section 22.1 shall have the following language added at the end: “The additional compensation set forth in this Section shall not apply and shall not be paid to any officer promoted into the bargaining unit after February 28, 2021.”

10) Section 25 shall be modified to read as follows: “The following insurance shall be provided for all members, in addition to required Workers Compensation Insurance:”

11) Section 31, last sentence, shall be modified to reflect an increase in the Township's liability cap to \$75 for wristwatch and \$150 for prescription eyeglasses.


12) Section 32.2 shall be modified to read as follows: "Pursuant to the United States Supreme Court decision in Janus v. AFSCME, 138 S.Ct. 2448 (2018), "neither an agency fee nor any other form of payment to a public-sector union may be deducted from an employee, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay."

Agreed and intended to be bound, subject to ratification,

By the Township

By LESA, FOP Lodge 38

Walter Neal Howard



Date: 7/30/21

Date: 7/9/21