

**AGREEMENT**

**BETWEEN THE**

**TOWNSHIP OF WINSLOW**

**AND**

**WINSLOW TOWNSHIP POLICE ASSOCIATION  
(SERGEANTS' CONTRACT)**

**2003-2004-2005-2006**

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## AGREEMENT

THIS AGREEMENT, dated this            day of            , 2004, is entered into between the Township of Winslow located in the County of Camden, New Jersey, by its Mayor and elected Township Committee, hereinafter referred to as "Township" and the Winslow Township Police Association, on behalf of itself and its Members, being Sergeants only, hereinafter called "WTPA".

## PREAMBLE

The WTPA recognizes that the Township Committee must operate efficiently and economically for the benefit of its residents and taxpayers and provide proper police protection for the citizens of the Township of Winslow. The WTPA agrees that it will cooperate with the Township Committee to that end; and further, it will not interfere with the Township Committee's right to efficiently and economically operate the Police Department or manage its departmental affairs.

Consistent with this cooperation, and in order to promote harmonious relations between the parties, the parties have entered into this Agreement in order to establish their respective adjustments of any grievance or dispute concerning the interpretation or application of the express provisions of this Agreement.

## ARTICLE I: RECOGNITION DUES DEDUCTIONS AND AGENCY SHOP

### (a) Recognition

The Township Committee recognizes the WTPA as the sole collective bargaining agent with respect to hours, wages and other conditions of employment as spelled out in this Agreement for all Sergeants employed in the Winslow Township Police Department.

### (b) Dues Deduction and Agency Shop

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the Township's Chief Financial Officer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish 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 Association and signed by the President of the Association advising of such changed deduction.

D. The Association 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 of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Township agrees to deduct the fair share fee (Agency Shop Fee) from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend, save and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

## **ARTICLE II: MANAGEMENT RIGHTS**

Except to the extent expressly modified by specific provisions of this Agreement, the Township Committee reserves and retains solely, and exclusively, all its statutory and common law rights to manage the operations of the Police Department. All management functions and responsibilities which the Township Committee has not exclusively modified or restricted by this Agreement are retained and vested exclusively in the Township Committee and its agents. More explicitly, the Township Committee reserves the right to establish and administer policies and procedures related to all police and municipal; operation, services, training, education and protection of the citizens of Winslow Township. The Township Committee and its agents reserve the right to reprimand, suspend, dismiss or otherwise discipline employees for reasonable cause; to hire, promote, transfer, lay off and recall employees to work, to determine the number of employees and the duties to be performed; to maintain the efficiency of its employees, to expand, establish, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service to determine the staffing patterns and areas of work to control and regulate the use of facilities, supplies and equipment and other property of the Township; to determine the number, location, operation of division, platoons, departments, and all other units of the Department; the assignment and changes of work and work hours and shift schedules, the qualifications required, and the size and composition of the police force; to subcontract for any future service as determined necessary by the Township Committee; to make or change Police Department rules, regulations, policies and practices; and otherwise generally to manage the Department, to obtain and maintain full operating efficiency and optimum public protection and direct the Police Department, except as expressly modified or restricted by this Agreement; however, that nothing herein shall prevent a Sergeant, or the WTPA on behalf of a Sergeant or Sergeants from presenting his or their grievance(s) for the alleged violation of any articles or specific terms of this Agreement.

**ARTICLE III: EXTRA CONTRACT AGREEMENT**

The Committee hereby agrees not to enter into any other agreement or contract with any Sergeant or Sergeants collectively or individually which might be in derogation of this Agreement. Any such attempted agreement between the Committee and said Sergeant or Sergeants shall be null and void and without force and effect.

**ARTICLE IV: NONDISCRIMINATION**

(a) There shall be no discrimination by the Township or the Association against any employee on account of race, age, color, creed, sex, sexual orientation, national origin, political affiliation, marital status or disability.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

(c) There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

**ARTICLE V: HOURS OF EMPLOYMENT, WORK SCHEDULE AND OVERTIME**

**Section 1.** The projected number of hours to be worked by each Sergeant in a calendar year shall be as near as 2,080 as practicable.

**Section 2.** The work schedule of days, hours and shifts of the Police Department shall be as set forth below.

The work schedule implemented effective December 1, 1987 is recognized. This work schedule is broken down into five platoon systems, with the following shift pattern:

- a) 2300 hours to 830 hours; 9.5 hour day; 4 days on - 2 days off
- b) 730 hours to 1630 hours; 9 hour day; 4 days on - 3 days off
- c) 1530 hours to 0100 hours; 9.5 hour day; 4 day on - 3 days off

Said work schedule of days, hours and shifts shall continue for the duration of this Contract unless otherwise amended by mutual consent of the Mayor and Township Committee and the WTPA.

There shall be three (3) training days required in addition to the shift hours herein, except for C.I.D.

**Section 3.** The Chief of Police, with the approval of the Director of Public Safety, shall assign Sergeants to their days, hours and shift schedule in order to provide an equitable rotation amongst the members of the Department.

**Section 4.** Consideration may be given to day, hour and shift changes requested by individual Sergeants, but no such schedule alteration shall be made if it will adversely affect, or interfere with, the effective and efficient operation of the Department; provided, however, that in the event that such change in schedule is required by an individual Sergeant and said change would result in premium overtime payment, said Sergeant shall waive his entitlement to premium overtime payment.

**Section 5.** All hours of work shall be in compliance with State and Federal laws.

**Section 6.** All assigned hours worked in and for the Township in addition to scheduled days, hours and shifts shall be at the rate of time and one-half of the Sergeant's hourly rate for all assigned time worked in and for the Township; provided, however, that no overtime payment shall be made for any overtime worked up to the first two hours in any scheduled work week.

Overtime shall be paid based on actual time worked.

A Sergeant shall be at his assigned station by the commencement of his work shift.

Any approved compensatory time will be taken off at one and one-half (1½) of actual straight time worked upon written request and signed approvals. Compensatory time should be taken, upon approval, at a minimum of four (4) hours unless the member's immediate supervisor or division commander permits a lesser time increment. Compensatory time may be accrued up to, but not in excess of one hundred (100) hours.

All Sergeants shall be entitled to 57 hours additional compensatory time off in recognition of the fact that Sergeants scheduled to work on holidays must work those holidays. These compensatory hours cannot be carried over to subsequent years.

**Section 7.** In the event a Sergeant is called back to work after the completion of a shift by order of the Chief, the Sergeant shall receive payment at one and one-half (1½) times the average hourly rate for the number of hours for which the Sergeant was called back, but shall receive not less than two hours pay at straight time for said call back, unless such call back was necessitated as a result of the Sergeant's failure to perform necessary and required duties such as completion of necessary documents, or securing of evidence. In the event a Sergeant is called back to work as a result of his or her failure to secure evidence or to complete forms, said Sergeant will

receive only compensatory time for actual time to complete such documents or to secure such evidence, provided that every effort will be made by the Chief to have the Sergeant perform such duties without the necessity of a call back.

**Section 8.** A lunch break of 45 minutes shall be provided to each Sergeant during each shift, which will be the actual time provided from vehicle sign off to vehicle sign on for said purpose, with the Township. If a Sergeant does not get a full 45 minutes lunch break, he shall not be entitled to overtime.

**ARTICLE VI: RATES OF PAY**

**Section 1.** Effective January 1, 2003 and continuing throughout the duration of this Agreement, the following salary schedule shall be in effect:

BEGINNING JANUARY 1, 2003. There shall be a 3.5% increase, across the board and as provided in the salary structure herein.

BEGINNING JANUARY 1, 2004. There shall be a 3.5% increase, across the board and as provided in the salary structure herein.

BEGINNING JANUARY 1, 2005. There shall be a 3.5% increase, across the board and as provided in the salary structure herein.

BEGINNING JANUARY 1, 2006. There shall be a 3.95% increase, across the board and as provided in the salary structure herein.

The salary structure for years 2003, 2004, 2005 and 2006 are set forth in Schedule "A" attached hereto.

(a) Effective January 1, 2003, all Sergeants subject to this Agreement shall mark their anniversary of employment with the Township on January 1<sup>st</sup> of each year. Retroactive payments consistent with this Agreement have been provided in a salary structure set forth in Schedule "A". The Salary Schedule implemented as of January 1, 2003 reflects a reduction in the number of steps required to reach the maximum salary step from twenty-five (25) steps to eleven (11) steps. This salary schedule shall apply to existing employees (including Patrol Officers, Detectives and Sergeants) and to employees hired on or after the ratification date of this Agreement (May 11, 2004), except as provided in Section 1(b), below. Because of the impact of this salary compression, employees employed the day prior to the ratification of this Agreement shall receive a service credit of 1.05 of the maximum salary step upon commencement of their twenty-third (23<sup>rd</sup>) year of service in the Police and Firemen's Retirement System ("PFRS"); a service credit of 1.075 of the maximum salary step upon commencement of their twenty-fourth (24<sup>th</sup>) year of service in PFRS; and shall receive a service credit of 1.10 of the maximum salary step upon commencement of their twenty-fifth (25<sup>th</sup>) year of service in PFRS and thereafter. The applicable service credit steps for the contract

period between January 1, 2003 through December 31, 2006 are included in Schedule A. The salary calculated after application of the service credits shall be considered the base salary for each eligible employee.

(b) Any officer hired on or after the date of ratification of this Agreement will not be eligible for the service credits described in section 1(a).

Sergeants assigned standby duty shall receive their payment at the rate of \$2.50 per hour for assigned stand-by time and overtime for actual callout time. Actual callout shall be from sign in to sign out time.

There shall be a shift differential of 2.5% of base pay per hour for third (3<sup>rd</sup>) shift and 5% of base pay for the first (1<sup>st</sup>) shift, payable in the first pay of December of each year.

### **Section 2.**

Sergeants' progressive rates shall begin on January 1 of each year, effective January 1, 2003, except that no period of valid suspension shall be included therein.

### **ARTICLE VII: TEMPORARY ASSIGNMENTS**

Any Police Sergeant assigned duties of higher rank, shall receive the rate of the higher rank for such period of time and thereafter until he is reassigned back at the lower rank. Such assignments shall be done only by the Chief of Police with approval of the Director of Public Safety.

### **ARTICLE VIII: PAY PERIODS**

Pay periods shall be established and shall continue on the same basis until notification of any changes are posted for a period of two (2) weeks.

### **ARTICLE IX: FUNERAL LEAVE**

A regular full-time Sergeant who is excused from work because of a death in his immediate family, as defined below,

1. Ten (10) working days off with pay shall be granted in the event of the death of an employee's spouse, parent, child or step child. Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, and must be completed no longer than ten (10) days following the day of the funeral.
2. Five (5) working days off with pay shall be granted in the event of the death of an employee's brother, sister,

grandmother, grandfather, step parent, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather and spouse's step parents, grandchildren, legal wards and other legal relationship recognized by State Law such as "domestic partners." Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, must be completed no longer than five (5) days following the day of the funeral.

3. One (1) working day off with pay should be granted in the event of a death of an employee's aunt, uncle, niece, nephew or cousin. Such leave must be taken in the same time frame as the day of the death and/or the day of the funeral, must be completed no longer than the day following of the funeral.

#### **ARTICLE X: HOLIDAYS**

All Sergeants eligible shall receive holiday benefits, as follows for the holidays hereinafter named, provided that they have been employed by the Township for a period of ninety (90) continuous working days immediately prior to the holiday and the scheduled work day after the holiday, unless said Sergeant has a bona fide medical reason for his absence on either working day prior to or subsequent to the said holiday. "Bona Fide Medical Reason" as above herein stated shall mean, absence and receipt of compensation or temporary accident sickness benefits while under a doctor's care, for a period not longer than fifty-two (52) continuous weeks. The days established hereunder as holidays are: New Year's Day, Martin Luther King's Birthday, Lincoln's Actual Birthday, Washington's Birthday (Presidents' Day), Good Friday, Memorial Day, Independence Day, Labor Day, General Election Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and two Personal Days. All holidays shall be observed on that day which is recognized on the National Calendar.

Effective January 1, 2006, the number of personal days shall be increased to three (3) personal days.

#### **ARTICLE XI: VACATION**

All Sergeants shall be entitled to the following annual vacation with pay:

- a. All Sergeants who have up to one (1) year of continuous service with the Township shall receive one paid vacation day for each month of service at their straight time rate of pay.
- b. After one (1) year and up to five (5) years of continuous service, Sergeants shall receive twelve (12) vacation days at the employee's straight time

rate of pay.

- c. All Sergeants who have five (5) years of continuous service shall receive three (3) weeks vacation at the straight time rate of pay.
- d. All Sergeants who have more than five (5) years of service shall receive one (1) additional day's vacation for each additional year of service over five (5) years, not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service.
- e. All Sergeants who have more than ten (10) years of service shall receive one (1) additional day's vacation for each additional year of service over ten (10) years, not to exceed five (5) additional days or five (5) weeks vacation after fifteen (15) years and thereafter.

The weekly pay is forty (40) hours at the appropriate hourly pay. (Hourly rate is annual base salary ÷ 2080 hours).

Effective January 1, 2004, Sergeants may carryover as many hours in unused vacation time as they are receiving pursuant to the contract for one year with a cap of two hundred (200) hours.

Unused vacation time shall be compensated dollar for dollar if and only if, a written management determination prevents the use of the vacation time. This Section shall not apply to eligible Sergeants who elect to participate in the Township's bankable retainer program, as set forth in Article XIII, Section 6.

#### **ARTICLE XII: DISABILITY AND SICK LEAVE PAY**

**Section 1.** Sick leave is defined as absence from duty of a Sergeant of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of his position because of illness or exposure to contagious disease. Each Sergeant in this Bargaining Unit shall be entitled to one hundred twenty (120) hours of sick leave per calendar year.

**Section 2.** Any sick time not used during any calendar year may be taken as compensatory time off at one-half (1/2) the number of hours accumulated subject to management approval in regard to adequate staffing. The compensatory time must be used in the year after accumulation. Sick time not used and not taken as compensatory time shall accumulate after January 1, 1989, until retirement in good standing. Effective January 1, 2003, upon retirement in good standing, payment shall be made at seventy-five (75%) percent up to a maximum of \$25,000.00, provided the Sergeant has elected not to participate in the Township's bankable retainer program, as set forth in Article XIII, Section 6.

**Section 3.** Sick time for Sergeants employed on or after the date of execution of this Agreement, shall be pro-rated in accordance with the remaining months of the calendar year beginning with the first full month after date of first day of employment. Sergeants employed on or after the date of execution of this Agreement, shall not be granted sick pay for the first 90 days of employment. Any employee who is out on such leave shall notify the dispatcher on duty within thirty minutes from the beginning of his particular shift. The management shall have the right to inquire of the veracity of all such claims of sick leave with pay and, if such claim proves to be false, such employee shall lose all future sick leaves with pay as specified above for the duration of the Agreement, and shall be subject to discipline, up to and including immediate dismissal.

**Section 4.** Any employee who does not call in within thirty (30) minutes from the beginning of his particular shift informing his or her immediate supervisor that he or she is, in fact, sick will lose that day's sick leave pay as mentioned above.

**Section 5. SICK LEAVE.** A Sergeant disabled by sickness while off duty and while employed by the Township shall receive two-thirds (2/3) of his straight time pay for not more than fifty-two (52) weeks, after twenty (20) days of such absence, for all time actually lost save the first twenty (20) days. The Township shall only be obligated to pay the premium for disability coverage. The Sergeant shall cooperate in the processing of the insurance forms. Said benefit payments shall be governed by the standards of the New Jersey's Temporary Disability Law. If said Sergeant is determined to be totally and permanently disabled, under Federal Social Security law, the payments shall cease as of the effective date of said determination.

**Section 6. WORK RELATED INJURY.** A Sergeant who is disabled by injury on duty or by work related sickness and while employed by the Township shall receive his straight time pay for all the time actually lost for not more than fifty-two (52) weeks. Worker's Compensation benefits to which the Sergeant is or may be entitled, shall be credited dollar-for-dollar against this obligation. If the Sergeant is determined to be totally and permanently disabled under Federal Social Security Law or New Jersey Worker's Compensation Law, this payment shall cease as of the effective date of such determination. Any amount paid by the Township, under this section, shall become part of the Township's Worker's Compensation lien as against third party tortfeasors if the Township is acting pursuant to N.J.S.A. 34:15-40.

**Section 7. NON-WORK RELATED INJURY.** In the event of non-work related injury, sick time may be used for that portion of regular pay not otherwise covered by the accident/injury plan beginning the day immediately following the date of the accident/injury. All required paperwork shall be completed by the employee for this purpose.

**Section 8.** Any abuse of the arrangements herein set forth may be grounds for discipline, up to and including dismissal.

**Section 9.** The Chief of Police and/or the Director of Public Safety shall require evidence in the form of a physician's certificate, as to the proof of disability or injury by the Sergeant involved and the estimated length of his time off due to said sickness or injury, and may request physical examination periodically by Township Physicians.

**Section 10.** Any Sergeant who is required to receive medical treatment during his regularly scheduled working hours shall be paid for all actual time lost for that day to receive such treatment.

**Section 11.** Any Sergeant who is injured on the job and is sent home shall receive the balance of his pay for that day.

**Section 12.** There shall be no loss in seniority when a Sergeant is out from work, temporarily, as a result of injury or illness.

#### **ARTICLE XIII: MEDICAL INSURANCE**

**Section 1.** After ninety (90) days of employment, certain medical, dental, prescription and hospitalization benefits in effect, including one hundred (100%) percent major medical coverage and a \$100.00 deductible for major medical benefits for a period of three hundred sixty-five (365) days shall be provided by a private insurance carrier and premiums paid for by the Township for all employees. The prescription plan shall be a \$2.00 co-pay plan for generic brands and a \$5.00 co-pay for name brands whereby the employee shall be responsible to pay the first \$2.00 for each generic brand prescription and \$5.00 for each name brand prescription covered under said plan. Each Sergeant shall receive a copy of his coverage from the insurance carrier spelling out the benefits. Premiums will be paid for all Sergeants absent due to sickness or injury but not more than twelve (12) months from the date the absence, due to sick or injury, first occurred.

**Section 2.** If a Sergeant is killed in the line of duty, medical, dental, prescription and hospitalization coverage shall be carried for the surviving spouse and unemancipated children. This benefit for a surviving spouse shall cease when (a) the surviving spouse remarries, (b) the surviving spouse becomes eligible for Medicare, and/or (c) the surviving spouse obtains, without cost to him/her, comparable benefits as a fringe benefit of his/her employment. This benefit for children shall cease upon their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

**Section 3.** If a Sergeant becomes totally and permanently disabled because of injury or illness occurring in the line of duty, as determined by the New Jersey Police and Fire Pension Fund, then

Article XIII, Section 2 benefits come into operation for the Sergeant as well as spouse and unemancipated dependent children.

If a Sergeant becomes totally and permanently disabled because of injury or illness occurring in the line of duty, as determined by the New Jersey Police and Fire Pension Fund, then Article XIII, Section 5 benefits come into operation for the Sergeant as well as spouse and unemancipated dependent children.

**Section 4.** The words "emancipated" and "unemancipated" shall be defined as defined in the matrimonial law of the State of New Jersey. The phrase "totally and permanently disabled" shall mean a determination either by the New Jersey Worker's Compensation Court or by the Trustees of the New Jersey Police and Fire Retirement System that such condition exists and is work related. No benefits shall be paid to the surviving spouse if, at the time of death, there is pending a divorce complaint.

**Section 5.** Upon retirement, a Sergeant with 25 years full-time police service and his/her spouse, shall receive the same medical coverage in effect on the date of the member's retirements, at a co-pay rate of sixty-five (65%) percent Township and thirty-five (35%) percent retiree until the retiree or spouse is eligible for Medicare, Medicaid or both, at which time the Township shall pay for supplemental coverage, plus prescription and dental coverage for the retiree and spouse as the case may be, at the same level of coverage in effect on the date of the member's retirement. The retiree must certify annually in writing to the Township that he/she is not covered by another medical insurer. If the retiree is covered by another medical insurer, the Township coverage shall terminate. There is included an option for the retiree to purchase, at a co-pay rate of sixty-five (65%) percent Township and thirty-five (35%) retiree the family plan in the event the children have not gone beyond the age of coverage for same. This section is effective January 1, 1996.

**Section 6.** Effective thirty (30) days after the date of execution of this Agreement, the Township shall establish a "bankable retainer fund" to provide a retiree with the funds to be used exclusively for the payment of the retiree's required thirty-five (35%) percent health insurance co-payment obligation. The deductions from the fund shall be pretax dollars. Employees who forego the payment of their accumulated sick leave, pursuant to Article XII, Section 2 of this Agreement, upon retirement, may include the seventy-five (75%) percent value of all their accumulated sick leave in the bankable retainer, up to a maximum of \$35,000.00. The bankable retainer can be increased through the use of a Sergeant's unused vacation and compensatory time. Employees who opt out of the retiree health program, or who pass away prior to the exhaustion of the employee's bankable retainer fund, shall receive payment of all unexpended terminal leave payments (balances) to be paid to the employee or to the employee's estate, except for sick leave credit above the maximum paid provided under Article XII, Section 2.

**Section 7.** The Township shall provide the Sergeants' Association with written notice of any changes in the medical insurance as it currently exists, as soon as practicable.

**ARTICLE XIV: LIFE INSURANCE**

**Section 1.** Each Sergeant employed by the Township for a period of not less than ninety (90) days shall be covered by life insurance provided, and premiums paid for by the Township. Said life insurance shall be in the amount of \$10,000.00, double indemnity, and a copy of the pertinent policies shall be available to the Sergeants.

**ARTICLE XV: PAYMENT FOR REQUIRED COURT APPEARANCES**

All required appearances by any Sergeant in the County, Superior or Grand Jury or any other Court as well as the New Jersey State Department Division hearings, and further, an appearance by any Sergeant in the Municipal Court shall be so arranged that his or her appearance shall be during his or her working hours. Effective the date of signing this contract, if a result of postponement or subpoena, it becomes necessary for the Sergeant to appear at a time other than his or her regularly scheduled hours, then he or she shall receive pay at the rate of time and one-half (1/2) his or her hourly rate, for a minimum of four (4) hours, for each Court date appearance if he or she is not on duty, with the exception of Municipal Court or Juvenile Conference appearances for which there shall be overtime, at one and one-half (1½) times actual time worked. The Chief or Director of Public Safety must approve all such Court time and proof of all such above worked time shall be approved in writing, and signed by the Chief or Director of Public Safety. Upon written notice of stand-by subpoena, Sergeants are to receive four (4) hours compensatory time for each day they are required to be on stand-by or call, except that on the day the Sergeant shall be called to testify the Sergeant shall receive overtime pay, and not compensatory time, should it not be a regularly scheduled shift.

**ARTICLE XVI: TRAVEL AND EXPENSE PAY**

In the event that it becomes necessary for a Sergeant to travel outside of the Township on official business required by the Department or while attending recognized in-residence police schools or other travel required and approved by the Township Committee and Director of Public Safety, said Sergeant shall be paid incurred expenses, and in the event that the Sergeant uses his private automobile, said Sergeant shall be entitled to compensation for mileage at the rate allowable by the United States Internal Revenue Service. Daily meal allowance, when authorized by the Chief of Police or the Director of Public Safety, shall not exceed \$15.00 per day. Receipt shall be required for reimbursement in all instances.

**ARTICLE XVII: EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS**

**Section 1.** Each Sergeant shall receive the sum of \$1,220.00 on the anniversary date of employment, to be utilized for the purpose of purchasing new or replacement clothing and/or for maintenance of clothing and equipment as required. Effective January 1, 2003, the clothing allowance shall be increased each year of the Agreement according to the Consumer Price Index (C.P.I.), as calculated and published by the United States Department of Labor for the Southern New Jersey/Philadelphia metropolitan region.

The required clothing and equipment shall not be added to, or altered by, the Chief of Police through the duration of this Agreement. However, in the event that it becomes necessary to add to or alter said list of required clothing and/or equipment, any additional items or alternate items required by the Chief of Police shall be purchased for each Sergeant at the Township's expense.

**Section 2.** An annual inspection may be held by the Chief, with the approval of the Director of Public Safety to determine the necessity of replacement for worn or damaged equipment or clothing. Said replacement shall be at the expense of the individual Sergeant.

**Section 3.** In the event that the Chief of Police, Director of Public Safety and Sergeants of the Department agree that additional clothing and/or equipment is necessary for the efficient and economical operation of the Department, these requirements must be agreed to by mutual consent by all the parties to this Agreement. Nothing in this Article shall be construed to prohibit the purchase of additional equipment and/or clothing of which the Township and Department agree upon the necessity for same, and agree upon whom shall be responsible for the purchase of said additional items which may in the future be required by the Director of Public Safety and Chief of Police. Any such items which are added to the list to be required as standard uniform for the Sergeants of the Department without the consent of the Department, shall be paid for at Township expense.

**Section 4.** College credits shall be payable at nine dollars (\$9.00) per credit, not to exceed one hundred twenty (120) credits or a total maximum payable of \$1,080.00 per year. Any college credits earned shall be recognized only under the Law Enforcement and Public Administration curricula, and must be matriculated. College credits earned in a Police Academy shall not be recognized until and unless the Sergeant enrolls in an accredited college. The credits may be approved after completing the Police Academy and those college credits earned in the Academy have been accepted by said college and applied to one of the two aforementioned matriculated curricula. Sustained enrollment is not required. This means that payment for approved college credits will continue even after graduation and/or in the event a Sergeant fails to satisfy the degree requirement. This does not mean that a curricula may be changed from one of the required

courses of study to some other non-approved college major. All college credits previously recognized, accepted and paid for by the Township shall continue to be recognized.

**ARTICLE XVIII: K-9 UNIT**

Sergeants assigned K-9 duty, which duties include harboring and keeping of said dog and housing, care, maintenance, boarding, feeding, grooming and any other time for services associated with dog care, shall receive \$2,500 per year in addition to the Sergeant's regular annual compensation, pro-rated daily in any instance where less than one year of service time for this purpose is provided. Payment for K-9 service will be made on the first pay of December in the year of service provided.

**ARTICLE XIX: LIABILITY AND FALSE ARREST INSURANCE**

The Township agrees to cover all Sergeants with false arrest and liability insurance in the amount of \$300,000.00 per person with a \$300,000.00 general aggregate coverage. In addition, whenever a member or a Sergeant of the Department is charged in any action of legal proceeding arising out of, or incidental to, the performance of his duties, the Governing Body of the municipality shall provide same Sergeant with necessary means for the defense of such action or proceedings, but not for his defense in a disciplinary proceeding instituted against him by the municipality or any other governmental agency.

**ARTICLE XX: ACCRUAL OF BENEFITS**

In case of the death of any Sergeant as covered herein, there shall be paid to his widow, beneficiary of estate, the amount or amounts due for any and all unused vacation, and any salaries due and owing, up to the date of death. Said payments shall be made in accordance with the terms herein above and as set forth in Article XIII, Section 6.

**ARTICLE XXI: DISCIPLINE**

**Section 1.** No Sergeant of the Department shall be disciplined without reasonable cause. Any member of the Department may request a representative of his or her choosing to be present at any disciplinary proceeding, including the commencement thereof. Said representative, if desired, shall be available immediately at that time.

**Section 2.** A Sergeant shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided the Chief of Police is present at the time of inspection.

**Section 3.** The Chief and/or his designee shall notify the individual Sergeant of any material placed in his or her personnel jacket and give said individual a copy of same.

**Section 4.** No Sergeant shall be forced, coerced or otherwise intimidated to involuntarily provide information without the opportunity to seek counsel. This includes any stage of an internal investigation, complaint or inquiry that could lead to a disciplinary procedure against that Sergeant. Any exercise of this right to refuse to cooperate shall not be deemed insubordination. To be effective, waiver of this right must be waived in writing by the Sergeant. This shall not apply to any undercover investigation. After consulting with, or waiving right to counsel, refusal to answer truthfully will be deemed insubordination. A valid claim of self-incrimination under the Federal or State Constitution shall be deemed insubordination.

**Section 5.** Reasonable notice of available training sponsored or offered by Police Department shall be posted, along with a sign-up sheet, for interested Sergeants. Names of Sergeants requesting and Sergeants granted training will be posted on the roll call bulletin board.

#### **ARTICLE XXII: GRIEVANCE**

The purpose of this article is to settle all grievances between the Township and the members of the WTPA as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any argument or dispute between the Township and the WTPA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

**Step A.** The WTPA representative, the aggrieved party(ies) and the Chief of Police or his designee, shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the WTPA shall furnish a written statement of the grievance to the Chief on a form provided by the WTPA. The Chief or his designee, and the WTPA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Mayor, Director of Public Safety, within five (5) working days of their meeting.

**Step B.** The Director of Public Safety shall conduct a hearing no later than fifteen (15) working days from the receipt of said findings, conclusions and recommendations. Prior to written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the WTPA representative and interested parties. The Director shall make all reasonable attempts to reach a settlement satisfactory to all

parties. If the Director is not able to obtain an amicable settlement at this time, he shall within five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties. The matter shall be considered settled unless within thirty (30) days of the receipt of the written disposition the aggrieved requests, in writing, signed by the aggrieved and the representative of the WTPA to proceed to arbitration.

#### **ARBITRATION**

Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator by either party.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the WTPA. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

#### **ARTICLE XXII: OUTSIDE EMPLOYMENT**

Nothing herein contained shall serve to preclude a Sergeant from engaging in employment outside of his police duties, provided that any approval shall be in accordance with procedures set forth in the Department Code of Conduct.

#### **ARTICLE XXIII: STRIKES AND LOCKOUTS**

**Section 1.** The WTPA and its Officers, agents and members, as well as the Sergeants covered, hereby agree that there shall be no strikes, work stoppages, slowdowns, picketing, boycotts, or any sick outs and/or other interruptions with the Township business effecting Police Department or any other Township operation.

**Section 2.** An arbitrator is hereby granted power to issue an injunction.

**Section 3.** The Township agrees that there will be no lockouts during the term of this Agreement.

**Section 4.** Discharge and/or disciplinary action by the Chief and/or Director of Public Safety for any violation herein above stated shall not be subject to the grievance procedure of this Agreement, except as to the sole question of whether the affected Sergeant, in fact, violated this provision.

**ARTICLE XXIV: DURATION**

This Agreement shall be in force and effect as of January 1, 2003, and shall remain in effect up to and including December 31, 2006, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

**ARTICLE XXV: SUBSEQUENT LAWS AND APPLICABILITY**

If any provisions of this Agreement, is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or Ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this item notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement. A one hundred and twenty (120) day notice shall be given to the Township Committee prior to the end of this Agreement requesting certain changes or modifications which shall be in writing. If no notice is given, the contract shall expire on the expiration date of this Agreement.

**ARTICLE XXVI: SENIORITY AND RANK**

Seniority shall be based on actual time in service in the Department for job security time in rank shall determine which WTPA Sergeant would revert back to a previous rank in the event of a divisional cut-back. In the event of a layoff, the WTPA Sergeant(s) with the least time in service to the Township of Winslow, as a WTPA Sergeant, would be laid off. Where there is equal time in rank, length of time in service to the Township as a Police Sergeant shall govern divisional cut-backs and/or lay-offs.

The provisions of this Agreement shall be subject and subordinate to all existing and applicable provisions of State and local laws, except as such particular provisions of this Agreement modify existing Local Law.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this                      day of                      , 2004.

FOR THE WTPA/SERGEANTS

FOR THE TOWNSHIP COMMITTEE

\_\_\_\_\_  
STEPHEN B. HUNTER, Esquire

\_\_\_\_\_  
SUE ANN METZNER, Mayor

\_\_\_\_\_  
SGT. MICHAEL HOFFMAN

\_\_\_\_\_  
DAVID FANSLAU  
Business Administrator

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JAMES W. BURNS, Esquire  
Township Labor Counsel