

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name

*Deborah A. Puchakjian*

Title

*Municipal Clerk*

*Deborah A. Puchakjian*  
**TOWNSHIP OF WINSLOW  
MUNICIPAL BUILDING  
125 SOUTH ROUTE 73  
BRADDOCK, NJ  
08037-9422**

Collective Bargaining Agreement  
Between  
The Township of Winslow  
And  
Superior Officers Association

Term of contract 2007-2011

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# Agreement

This agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009 is entered into between the Township of Winslow located in the County of Camden, State of New Jersey, by its Mayor and Elected Township Committee, hereafter referred to as ~~“the Township” and the Winslow Police Department Superior Officers Association on~~ behalf of the Lieutenants and Captains of the department, hereafter referred to as the “SOA”.

## ARTICLE 2:

### Preamble

This agreement entered into by the Township of Winslow and the Superior Officers Association an affiliate of the FOP and the FOP NJ Labor Council recognizes that the Township must operate in an efficient and effective manner.

The Township and the SOA has as its purpose in this agreement to work together for the purpose of promoting a harmonious a relationship between the employees and the employer. The establishment of equitable and peaceful procedures for the resolution of differences and the establishment of wages, hours, benefits, and other terms and conditions of employment, and represents the complete, final and clear understanding of all the bargainable issues between the Township and the SOA.

Now, therefore, in consideration of the mutual covenants and understanding expressed herein the parties hereto agree as follows:

**ARTICLE 3:**

**RECOGNITION**

The Township recognizes the SOA an affiliate of the FOP NJ Labor Council as the exclusive collective bargaining representative of the Lieutenants and Captains employed by the Township of Winslow with respect to hours, wages, and other conditions of employment as specified in this agreement.

It is understood that the SOA does not represent any other employees, including the Chief of Police, all Patrolmen, Detectives, and Sergeants and all other employees employed by the Township of Winslow.

The Township and the SOA are in compliance with the Public Employer–Employee Relations Act NJSA 34:13A-1 ET sec. as amended through P.L. 2003, c 126 effective July 10<sup>th</sup> 2003.

**ARTICLE 4:**

**MANAGEMENT RIGHTS**

The Township hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon or vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and the Constitution of the United States, but without limiting the generality of the forgoing, the following rights:

- a) The executive and administrative control of the Township Government, its properties, facilities, and activities of its employees by utilizing personnel, methods, and means of the most appropriate, verifiable, and efficient manner possible for good and just cause as may from time to time be determined by the employer.
- b) To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
- c) The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Township after advance notice thereof to the employees is recognized. Any changes that adversely affect the terms and conditions of employment for members of the SOA shall be properly negotiated with the SOA prior to being implemented.

- d) To hire all employees, and subject to provisions of law, to determine their qualifications and conditions of continued employment, assignment, and to promote and transfer employees per existing Department of Personnel regulations.
- e) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- f) To determine the number of employees and duties to be performed to maintain the efficiency of its employees and duties to be performed, staffing patterns, regulate the facilities and equipment, to obtain and maintain full operational efficiency and optimum public protection and safety.
- g) Statutory rights: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities, and authority under NJSA 40A: ET sec. or any other national, state, county, or local law or regulations subject to the terms of this agreement including NJSA 11A, and NJSA 34 and the NJ Administrative Code.

**ARTICLE 5:**

**Association & Employee Rights**

The SOA fully understands the rights of management and also understands the rights of employees covered by the appropriate laws, regulations, and policies implemented by the Federal & State Government and Agencies of appropriate jurisdiction. The employees reserve all rights and privileges provided for in FLSA, NJSA Title 40A Municipalities, NJSA Title 34 Public Employer-Employees Relation Act, and NJSA Title 11A Civil Service Act, and in the NJ Administrative Code.

- a) Recognized representatives: The Township shall recognize and communicate with the SOA designated representative for information purposes pertaining to salary, benefits, or any other issues involving the members of the SOA in respects to this agreement. It is understood by the SOA that this can not interfere with Township business.
- b) The Township shall permit reasonable time and the use of township equipment for the designated representative to contact members of the SOA in respect to this agreement and responsibilities.
- c) The Township will permit access to the employee's personnel files for purpose of review and if necessary to request removal or to submit a statement in writing as it may pertain to any information in the file.



- d) The Township will maintain personnel files in accordance with the guidelines of the Attorney General, the Division of Archives, and the Department of Personnel.

**ARTICLE 6:**

**Severability Clause**

If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion, or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

**ARTICLE 7:**

**Agency Shop**

The Superior Officer's Association (Lieutenants and Captains) have organized in accordance with provisions of NJSA 34:13A-5.3 and established that the collective bargaining agreement shall be by the majority representative. The majority representative is the Superior Officer's Association an affiliate of the FOP & the FOP NJ Labor Council.

**ARTICLE 8:**

**Dues Deductions**

**Section 1:**

- 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 NJSA 52:14-15.9e as amended and NJSA 34:13A-5.6.
- 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 term of this agreement there shall be any change in the rate of membership dues, the association shall notify the Township with written notice thirty days prior to the effective date.

- d) The Township agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to be a member of the SOA and to transmit the fee to the majority representative pursuant to Ch 477 PL 1979 NJS and NJSA 34:13A-5.5, 5.6 and 5.8.
- e) Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year the SOA shall provide advance written notice to the NJ Public Relations Commission, the Township, and to all employees covered by this agreement, the information to compute the fair share fee for services.
- f) The representation fee is set at 85% of dues and assessments.
- g) The Township will provide for direct deposit of the SOA dues into the specified SOA account.

Note: The SOA shall indemnify, defend and hold harmless against any and all claims, demands that may arise out of reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information furnished by the association.

**ARTICLE 9:**

**Negotiation procedures  
Maintenance of Standards**

The Township and the SOA will negotiate in good faith the agreement setting forth terms and conditions of employment as set forth in NJSA 34:13A-16.

It is understood by both the Township and the SOA that Collective Bargaining Agreements shall continue in full force and effect until a subsequent agreement is reached. Negotiations for new contracts will be in accordance with NJSA 34:13 A-16.

It is also understood that based on NJSA 34:13A et al that there will be no strikes or lockouts by ether party.

The rights of both the Township and the SOA shall be respected and the provisions this agreement for an orderly settlement of all questions regarding such rights, shall be observed.

**ARTICLE 10:**

**Fully Bargained Clause**

**Section 1:** This agreement represents and incorporates the complete and final understanding and settlement by the parties on all subject and bargaining issues, which were or could have been the subject of negotiations.

**Re-opener provision**

**Section 2:** In the event of a substantial modification of job function of the employees the association may by written request re-open the contract for that issue only.

**Extra Contract Agreement**

**Section 3:** The parties agree that there are no additional promises, warranties, or guarantees other than those specifically agreed to in the language of this agreement. The parties also agree that no special or individual considerations shall be provided to any single member that is not in accordance with this agreement.

**Retention of benefits**

**Section 4:** The Township agrees that all lawful benefits and terms and conditions of employment existing not modified by this agreement shall be continued in effect in accordance with New Jersey Law.

**ARTICLE 11:**

**Health & Safety**

The Township shall continue to make reasonable provisions for health and safety of its employees during the hours of their employment and shall continue to provide employees the training and materials necessary to insure their safety and wellbeing. Any condition of a safety concern shall be brought to the attention of the Employer and /or Employee in a timely manner.

**ARTICLE 12:**

**Nondiscrimination Policy**

The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace, including but not limited to race, creed, color, age, gender, national origin, political affiliation, handicap status, or sexual orientation.

The Township and the SOA agree not to interfere with the rights of employees to become or not to become members of the FOP/SOA and further that there shall be no discrimination or coercion against any employee because of membership or non-membership.

**ARTICLE 13:**

**Insurances**

**Liability & False Arrest**

The Township agrees to cover all Superior Officers with false arrest and liability insurance in the amount of (\$1,000,000.00) one million dollars.

In addition, whenever a member of the SOA is charged in any action or legal proceedings arising out of, or incidental to, the performance of his or her duties, the Governing Body of the municipality shall provide the officer with the means necessary for his defense of such action or proceeding.

The above shall not be provided in the case of a disciplinary proceeding instituted against him /her by the municipality or any other governmental agency.

**Life**

**Section 1:** Each Superior Officer employed by the Township shall be covered by a life insurance policy provided for and premiums paid by the Township. The life insurance policy shall be in the amount of ten thousand dollars (\$10,000.00) with a double indemnity clause and a copy of the policy available to each officer. The beneficiary is to be named by the Superior Officer.

**Section 2:** The Township will provide at its cost a term life insurance policy in the amount of ten thousand dollars (\$10,000.00) with no cash in benefits for (retired) Lieutenants and Captains. A copy of said policy shall be available to retired officers.

## Medical

**Section 3:** The Township shall continue to provide medical, dental, prescription, and vision care as in place which includes the following general information:

- a) After 90 days of employment with the Township certain, medical, dental, prescription and hospitalization benefits in effect, including one hundred (100%) percent major medical coverage.
- b) Benefits shall be provided by a private insurance carrier with the premiums paid for by the Township for all employees.
- c) The plans in effect for the term of this contract are: the PPO plan; the Traditional or Standard plan; and the Aetna HMO/POS plan in effect during the year 2006.
- d) Effective January 1, 2009 only the PPO Plan will be provided for active employees or employees retiring after December 31, 2008.
- e) Effective January 1, 2009 employee cost for office visits are co-pays of \$5 for doctor's office and \$10 for a specialist.
- f) Pre-certification by health care provider in non-emergency situations.
- g) Effective January 1, 2009, employees will be required to utilize free standing testing labs and surgical centers in non-emergency situations, unless otherwise required by a physician in consultation with the patient, and will be encouraged to use urgent care centers in accordance with the PPO plan requirements.
- h) In the event a retiree relocates outside of the state, the parties agree to work together to develop "in-network" facilities and a service providers list within a reasonable distance of the retiree's domicile.

## Prescription

**Section 4:** The Township shall provide a prescription plan with the premiums paid by the Township.

- a) The prescription plan shall be \$2.00 co-pay for generic brands and \$5.00 co-pay for name brands whereby the employee will be responsible for said co-pay. Effective January 1, 2009 the co-pay will be increased to \$5.00 for Generic and \$10.00 for brand name prescriptions. Employees using the insurance provided mail in program for prescriptions shall be subject to a \$5.00 co-pay for a ninety-day supply.
- b) Employees shall also have the option of using the insurance provided mail in program for prescriptions, subject to all conditions and regulations associated with said program. All prescription contraceptive medications and devices are a covered benefit in the Township's prescription plan.
- c) Each employee shall receive a copy of his coverage from the insurance carrier.
- d) Premiums will be paid by the Township for all Superior Officers who are absent due to sickness or injury, but not for more than twelve (12) months from the date of sickness or injury first occurred.

## Dental

**Section 5:** The Township shall continue Dental coverage as is currently in effect as of December 31, 2006.

## Vision

**Section 6:** The Township shall provide Vision coverage as is currently in effect as of December 31, 2006.

## **Officer Killed in Line of Duty**

**Section 7:** If a Superior Officer is killed in the line of duty, medical, dental, prescription and hospitalization coverage shall be carried for the surviving spouse and un-emancipated children/dependents.

This benefit for a surviving spouse shall cease when:

- a) ~~The surviving spouse remarries or;~~
- b) Becomes eligible for Medicare and/or;
- c) Obtains without cost to him/her comparable benefits as a fringe benefit of his/her employment.

The benefit for children shall cease upon the earlier of their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

## **Officer Permanently Disabled in Line of Duty**

**Section 8:** If a Superior Officer becomes totally and permanently disabled because of injury or illness occurring in the line of duty, as determined by the NJ Police & Fire Pension Board, then the provisions of and specified in Killed in Line of Duty shall apply for the Superior officer, as well as spouse and un-emancipated dependent children.

## **Terms defined**

**Section 9:** The phrase "totally and permanently disabled" shall be a determination by the NJ Workers Compensation Court or the NJ Police & Fire Retirement System Trustees that such condition exists and is work related. The words "emancipated" and "un-emancipated" shall be defined as in the matrimonial laws of the State of New Jersey. No benefits shall be paid to the surviving spouse if, at the time of death, there is pending divorce action/complaint.

## **Retirement Coverage**

**Section 10:** Upon retirement, a member with twenty five (25) full time years of creditable service into the NJ Police & Fire Retirement System and his/her spouse and/or dependent children shall receive the same medical coverage in effect on the date of the member's retirement at a co-pay rate of the premium in the amount of sixty-five (65%) Township and thirty-five (35%) retiree.

This coverage shall continue 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 members retirement.

The retiree must certify in writing on an annual basis 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 an option permitting the retiree to purchase, at the co-pay rate the family plan in the event the children have not gone beyond the age of coverage or emancipation. The co-pay rate would be sixty-five (65%) paid by the Township and thirty-five (35%) paid by the retiree.

(Also see "bankable retainer fund" section Article 14 Section 6).

## **ARTICLE 14:**

### **Sick Leave**

#### **Section 1: Sick Leave defined**

Sick leave is defined as absence from duty of a Superior Officer because of a personal illness or exposure to a contagious disease, which will render the officer unable to perform his usual duties of his position. Each officer shall be entitled to one hundred twenty (120) hours of sick leave per year.

#### **Section 2: Notification**

The Superior Officer shall notify the department in a timely manner and at no time beyond one hour (1) prior to his/her scheduled shift. Failure to notify the department shall be cause of losing that days and possible future sick leave with pay.

#### **Section 3: Sick Leave Disability**

A superior Officer 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 Officer shall cooperate in the processing of the insurance forms.

The benefit payments shall be governed by the NJ Temporary Disability Law.

If the Superior Officer is determined to be totally and permanently disabled the payments shall cease as of the effective date of said determination.



**Section 4: Sick time/Compensatory time**

Any sick time not used during the calendar year may be taken as compensatory time off at one-half (1/2) of the value of the number of hours accumulated to be used subject to management approval in regard to adequate staffing.

**Section 5: Sick time/payment & accumulation**

Sick time not used and not taken as compensatory time shall accumulate until retirement in good standing.

If at the time of retirement in good standing a retiree wishes to exercise the cash buyout option of his sick leave in lieu of the bankable retainer fund, payment shall be made at seventy-five (75%) of the sick leave value with a maximum sell back of \$29,000.00.

**Section 6: "Bankable Retainer Fund"**

The "bankable retainer fund" was established to provide a retiree with a fund to be used exclusively for the payment of the retiree's required 35% health care insurance co-payment. Deductions from the fund shall be in pre-tax dollars.

Employee's who forego the payment of their accumulated sick leave, pursuant to Article 14 Section 5 of this contract, upon retirement, shall receive one hundred (100%) percent value up to a maximum of fifty (\$50,000.00) thousand dollars placed into the fund. The bankable retainer fund can be supplemented by deferring all or part of an employee's accumulated vacation or compensatory time beyond the fifty thousand dollars (\$50,000) limitation referred to in this section.

Employees who opt out of the retiree health program, or who have passed away before exhaustion of the bankable retainer fund, shall receive payment of all unexpended terminal leave payments (balances) to be paid to the employee or the employee's Estate, except for sick leave credits above the maximum payment provided under Article 14 Section 5. The balance of the sick leave over the maximum is only a death benefit to be paid to the employee's estate. The employee may only cash out their sick leave at retirement.

The employee may add up to a maximum of six hundred (600) hours using a combination of accrued vacation and/or compensatory time at the prevailing rate of salary at the time of retirement to achieve or add to the sick bank accrual/bankable retainer fund at their discretion.

If the employee has opted to include the extra accumulated vacation or compensatory time into the bankable retainer fund, it shall be utilized only after the full amount of the sick time fund amount has first been exhausted at which point other accumulated funds will be utilized as necessary.

**Section 7: Work related injury**

A Superior Officer who is injured, disabled by injury on duty, or by work related sickness and while employed by the Township shall receive straight time pay for all the time actually lost for a period of not more than fifty two (52) weeks. Workers compensation benefits that the officer is or may be entitled to shall be credited dollar for dollar against this obligation.

If the officer is totally and permanently disabled under Federal Social Security Law, or NJ Workers Compensation Law this payment shall cease as of the effective date of the determination.

Any amount paid by the Township, under this section, shall become part of the Townships Workers Compensation lien as against third party tortfeasors if the Township is acting pursuant to NJSA 34:15-40.

**Section 8: 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 paper work required for purpose shall be completed by the employee.

**Section 9: Documentation**

The Chief of Police may require a physician's certificate for proof of injury or disability and the estimated length of time off that may be required for recovery.

The Chief of Police may request a physical examination periodically by the Township physician.

**Section 10: Medical time**

Any Superior officer who is injured on the job and is sent home shall receive the balance of his/her pay for that day.

Any Superior Officer who is required to receive medical treatment during his/her regular scheduled working hours shall be paid for all actual time that day to receive such treatment.

**Section 11: Violation of policy**

Any Superior Officer who may abuse the arrangements shall be subject to disciplinary action up to and including dismissal.

**ARTICLE 15:**

**Hours of Employment**

**Section 1: Schedule**

The projected number of hours to be worked by each Superior Officer in a calendar year is 2,080 hours as may be practicable. All hours worked shall be in compliance with State & Federal laws.

**Section 2: Assignment**

The Chief of Police with the approval of the Director of Public Safety shall assign the Superior Officers to their days, hours, and shift schedule in order to provide equitable rotation amongst the members, and to insure the efficient and effective manning of the department.

**Section 3: Assigned schedule**

The work schedule of days, hours and shifts shall be as scheduled and shall continue for the duration of this contract unless otherwise amended by the mutual consent of the Township and the SOA.

- a) Platoon Lieutenants shall work a schedule in a rotation that includes a system of 4-2, 4-3, 4-3 days worked and off. Platoon Lieutenants shall have holidays off.

The hours of the shifts are as follows:

2300hrs to 0830hrs; 9.5 hr day; 4 days on 2 days off  
0730hrs to 1630hrs; 9.0 hr day; 4 days on 3 days off  
1530hrs to 0100hrs; 9.5 hr day; 4 days on 3 days off

- b) CIU Lieutenants shall alternate 8 to 4 with 4-12 per work period Monday through Friday with weekends and holidays off.
- c) Captains are scheduled Monday through Friday with weekends and holidays off.
- d) Any officer holding the rank of Captain shall receive one (1) compensation day per month in lieu of stand-by pay for continuous on-call duty.
- e) An alternate schedule of ten (10) hour days with weekends off and day off during the work week may be implemented with the approval of the Chief of Police and the Director of Public Safety for CIU Lieutenant and Captains.

**Section 4: Request for Mutual change in schedule**

Consideration may be given to day, hour, or shift changes mutually requested by individual officers. Such request shall not be unreasonably denied providing it does not interfere with or affect the efficient operations of the Department. However, if the change would involve a premium overtime payment the officer entitled would have to waive his entitlement of the premium overtime payment.

**Section 5: Overtime/Compensatory time**

- a) Overtime payments in the amount of time and one half (1½) shall be paid for all hours in excess of the scheduled hours/days normally assigned for hours worked in and for the Township.
- b) No overtime payment shall apply to the first two hours in any Scheduled work week.
- c) Any approved compensatory time will be taken off at one and one half (1½) of any straight time worked upon written request and signed approvals.
- d) Compensation time may be taken in increments of not less than one (1) hour and is subject to approval of Chief of Police.
- e) Compensatory time may be accrued up to but not in excess of two hundred (200) hours.
- f) Compensatory time that has accrued but not able to redeem in the calendar year earned due to departmental needs shall be allowed to be carried into the next year.
- g) In the event a Superior Officer is called back to work after the completion of that officer's shift by order of the Chief of Police, the officer shall receive payment at one and one half (1½) times the officers average hourly rate for the number of hours required for the call back but shall receive not less than two (2) hours of pay.

**Section 6: Meal breaks**

There shall be allotted a forty five (45) minute meal break for each Superior Officer during each shift. This will be from time signed off to sign on from his/her vehicle.

**Section 7: Miscellaneous over time**

Members of this unit are eligible to work overtime if two or more Patrolmen are assigned to a specific task or if special skills are involved. If Special skills are involved, the assignment needs the approval of the Chief of Police.

**ARTICLE 16:**

**Salary Compensation**

**Section 1: Salary Compensation/ Rates of Pay**

All salary steps are based on an employees actual time as a police officer as described in PFRS unless the employee's entire career has been with Winslow Township which will then include all service time.

The Township agrees that Lieutenants 1-10 salary shall always be above the WTSOA Sergeants' Step 25 salary schedule in order to maintain a rank differential with the rank immediately below Lieutenant. Other Lieutenant salary steps will adjust accordingly.

Lieutenants 1-10 and 11-22 will be beginning each step with compensation starting January 1<sup>st</sup> of each year.

Lieutenants 23 plus will start once an employee has reached 22 years in the PFRS with proof of such time delivered to the Township Payroll Clerk then move to January of each year thereafter.

A Lieutenant hired as a police officer with Winslow Township after May 11, 2004 will be eligible for steps 1-10 and 11-22 only.

<u>Step</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
		3.75%	3.5%+ 1,000 adjust	3.75%	3.75%
<b>Lt 1-10</b>	99,000	102,713	107,308	111,332	115,507
<b>Lt 11-22</b>	101,500	105,306	109,992	114,117	118,396
<b>Lt 23+</b>	104,500	108,419	113,214	117,459	121,864
Captain hired as a police officer with Winslow Township <b>prior</b> to May 11, 2004					
<b>Captain</b>	113,174	117,418	122,528	127,123	131,890
Captain hired as a police officer with Winslow Township <b>after</b> May 11, 2004					
<b>Captain</b>	106,000	109,975	114,824	119,130	123,598

**Section 2: Overtime rates**

The overtime rate of the Superior Officers shall be computed as time and one half (1½) of his/her hourly salary.

**Section 3: Temporary Assignments**

Any Superior Officer Temporary Assigned to the duties of a higher rank shall be compensated at the higher rate for the actual time in the assignment. The assignment must be approved by Chief of Police.

**Section 4: Pay periods**

Pay periods shall be established and continued on the same basis and are for a two (2) week period.

**Section 5: Shift differential**

There shall be a shift differential of 2.5% of the base pay for the third shift and a 5% shift differential of the base pay for the first shift. Shift differential shall be paid in the first payday of December.

**ARTICLE 17:**

**Other Compensation**

**Section 1: Travel & Expense**

- a) If a Superior Officer is required to use his personal vehicle he shall be reimbursed at the current IRS rate for mileage if a department vehicle is not available.
- b) Meal allowance shall be provided when authorized by the Chief of Police, and shall not exceed \$15.00 per day.
- c) Any other expenses incurred by the Officer shall be reimbursed upon submitting receipts for the goods or services with prior approval from the Chief of Police.

**Section 2: Court time**

- a) All required appearances in any State or County Court or Grand Jury shall be so arranged that they are during Officer's scheduled working hours if possible.
- b) If in the event the appearance can not be scheduled during the officers normal scheduled hours he/she shall be compensated at the overtime rate.

- c) If the appearance is scheduled when the Officer is off duty the compensation will include a minimum of four (4) hours pay at the rate of one and one-half (1 ½ ) times actual time worked.
- d) Upon written notice of a "stand by subpoena" the Officer shall receive four (4) hours of compensatory time for each day they are required to be on stand by/on call except for the day the Officer is actually called to testify. On that day he/she shall receive overtime rate pay and not compensatory time should that appearance not fall on a regularly scheduled shift.

**Section 3: College Incentive**

- a) Each Superior Officer who has earned college credits shall receive nine (\$9.00) per credit, not to exceed one hundred and twenty (120) credits or a maximum of \$1,080.00.
- b) College credits earned must be under the Law Enforcement or Public Administration curricula and must be matriculated.
- c) College credits earned at a Police Academy shall not be recognized until and unless the Officer enrolls in an accredited college. The credits earned at the Police Academy may be recognized if they are accepted by the accredited college in one of the two aforementioned curricula.
- d) Sustained enrollment is not required. The payment of the College incentive will continue after the graduation or even if the Officer fails to satisfy the degree requirements. However, this does not mean that curricula may be changed from one of the required courses of study to some other non-approved college major.
- e) All college credits previously recognized and accepted and paid for by the Township shall continue to be recognized.

**Section 4: Equipment and clothing allowance / maintenance**

- a) All officers required to purchase new issue uniforms upon his/her promotion to the rank of Lieutenant or Captain shall be supplied with a purchase order/voucher for the uniforms and equipment required through out the term of this contract.
- b) All Superior Officers entitled to a clothing allowance upon his/her anniversary date shall receive all such clothing allowance.
- c) For the years 2007 and 2008 each officer shall receive the sum of \$1,450.00 on each anniversary of employment to be utilized for the purchase, replacement or maintenance of clothing and equipment as required by the Department's Code of Conduct. The C.P.I. shall be applied to the clothing allowance and adjustments made accordingly for the years.

- d) Effective January 1, 2009 the clothing allowance is discontinued and becomes the employee's responsibility based on adjusted salaries effective January 1, 2009 (additional \$1,000 added to base salaries).
- e) An annual inspection by the Chief of Police may be held. If necessary replacement of worn uniform shall be at the expense of the individual Superior Officer.
- f) Nothing in this article/section shall be construed to prohibit the purchase of additional equipment and/or clothing that the Township deems necessary, and agrees that any such item will be purchased by the Township as part of the required standard uniform.

**ARTICLE 18:**

**Holidays**

All Superior Officers shall enjoy the following enumerated holidays as a day off in addition to all other days off including but not limited regular days off, vacation, and sick days:

- 1- New Years Day
- 2- Martin Luther King's Birthday
- 3- Lincoln's actual birthday
- 4- Washington's birthday (President's Day)
- 5- Veteran's Day
- 6- Good Friday
- 7- Memorial Day
- 8- Independence Day
- 9- Labor Day
- 10- General Election Day
- 11- Columbus Day
- 12- Thanksgiving Day
- 13- Christmas Day
- 14- Four (4) Personal Days

With the exception of the Personal Days all holidays shall be observed on the day which is recognized on the national calendar.

If a Superior Officer is obligated to work on a enumerated holiday he/she shall be paid one and one half (1½) times their regular work rate. Captains and Lieutenants may apply holiday time to compensatory time when worked.



**ARTICLE 19:**

**Vacations**

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

- a) All Superior Officers who have up to one (1) year of continuous service shall receive one paid vacation day for each month of service at the employee's straight time rate of pay.
- b) After one (1) year of service and up to five (5) years of continuous service Superior Officers shall receive twelve (12) vacation days at the employee's straight time rate of pay.
- c) All Superior Officers who have five (5) years of continuous service shall receive three (3) weeks vacation at the employee's straight time rate of pay.
- d) All Superior Officers who have more five (5) years of service shall receive one (1) additional days vacation (8 hours) for each additional year of service over five (5) years, not to exceed ten (10) additional days or five (5) weeks vacation after fifteen (15) years of service and thereafter.
- e) A weekly pay is 40 hours at the appropriate pay. (Hourly rate is annual base salary divided by 2080 hours). Each additional (1) day vacation received per year shall be at a rate of eight (8) hours per day for a total of two hundred (200) hours after fifteen (15) years of service.
- f) A Superior Officer may carry over as many hours vacation time as he/she is receiving up to two hundred (200) hours into the next year.
- g) Vacation may be taken no less than one (1) day at a time.
- h) Unused vacation time shall be compensated dollar for dollar if a written management determination prevents the use of vacation time and also upon separation from service. This section shall not apply to Superior Officers who elect to place unused funds into the "bankable retainer fund" program.

**ARTICLE 20:**

**Seniority**

Seniority of Superior Officers shall be determined by time in grade for all considerations of vacation time, assignments, and reduction in force. If a reduction in force requires demotions of Superior Officers, reverse seniority shall be used.

Where there is equal time in rank the grade position on the Department of Personnel test shall apply. Length of service to the Township shall have a bearing on lay-offs subject to NJSA Title 11A.

**ARTICLE 21:**

**Discipline**

**Section 1:** No Superior Officer shall be disciplined with out good and just cause.

**Section 2:** A Superior Officer may be represented by an attorney and/ or FOP representative at any disciplinary proceeding or hearing before the Township or the Merit System Review Board as provided under NJSA 11A:2-18.

**Section 3:** No Superior Officer shall be forced, coerced, or otherwise be intimidated to involuntarily provide information with out the opportunity to seek counsel. This includes any stage of internal investigation, complaint, or inquiry that could lead to a disciplinary procedure against that Superior Officer. Any exercise of this right shall not be considered/deemed insubordination.

**Section 4:** A Superior Officer may waive their right to counsel in writing for the waiver to be effective for that specific portion of the proceeding or action. The Superior Officer shall retain his rights as defined by the "Law Enforcement Protection Act, and "Weingarten, "Garrity" and "Loudermill" decisions.

**Section 5:** After consulting with counsel, or waiving the right to counsel the refusal to answer truthfully will be deemed insubordination. However, the claim of self-incrimination under the Federal or State Constitution shall not be deemed insubordination.

**Section 6:** Discipline as defined by NJ Administrative code 4A:2-2, NJSA Title 11A:2-20 and NJ Attorney General's Mandated Guidelines. Except in extreme cases of misconduct, discipline shall be intended as corrective actions and shall be progressive in nature. The Township may promulgate a memorandum or directive of specific prohibited conduct which is subject to disciplinary action. Each act will contain a separate schedule of progressive sanctions intended to be corrective in nature.

**Section 7:** All internal investigations, administrative/criminal and all minor/major disciplinary charges, shall comply with all State Statues and Policies.

**Section 8:** Any employee who has been charged shall be entitled to a hearing. Nothing in this agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

**Section 9:** Minor discipline as defined, and with a maximum corrective action/punishment of up to and including five (5) days suspension shall be appealed through the grievance and arbitration process.

**Section 10:** Major discipline shall be in compliance with NJSA 11A:2-13 NJSA 11A:2-14 and the Merit System Review Board or other Courts of jurisdiction.

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**ARTICLE 22:**

**Grievances & Arbitration**

The purpose of this article is to settle all grievances between the Township and the members of the SOA 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 SOA involving the application, interpretation, or alleged violation of this agreement.

Any grievance must be presented within ten (10) working days after the aggrieved person(s) knew of the event or events upon which the claim is based or else such grievance is deemed waived.

**Step A**        The SOA representative, the aggrieved party (parties) and the Chief of Police or his designee shall within five (5) working days of said filing shall meet and attempt to settle the matter.

If a settlement is not reached, the SOA representative shall furnish a written statement of the grievance to the Chief of Police. The Chief of Police or his designee, and the SOA will file a written report of their findings of fact, statement of conclusions and recommendations with the Mayor or Business Administrator within five (5) working days of their meeting.

**Step B**        The Director of Public Safety or his/her designee shall Conduct a hearing no later than fifteen (15) working days from receipt of said findings, conclusions, and recommendations.

Prior to a hearing a written notice shall be sent to all interested parties.

Present at the hearing shall be Chief of police, SOA representative and the interested parties.

The Director or his designee will make all reasonable attempts to reach a settlement satisfactory to all parties. If an amicable settlement is not able to be reached at this time, he/she shall within five (5) working days, render

a written decision resolving the dispute and serve it 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 SOA representative to proceed to arbitration.

**Step C** Arbitration request from either the SOA or the Township shall be in writing and copies of the filing shall be given to the other parties.

If the parties involved fail to mutually agree upon an impartial arbitrator, they shall request the services of the Public Relations Commission and shall be bound by their rules, regulation, and decision. The cost of the arbitrator shall be shared equally by the SOA and the Township.

The arbitrator shall be bound by the provisions of this agreement and restricted to the application of facts presented to him/her. The arbitrator shall not add to or modify, detract from or alter in any way the provisions of the agreement.

**ARTICLE 23:**

**Outside Employment**

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

**ARTICLE 24:**

**Accrual of Benefits**

Any vacation, sick time, or compensatory time that may accrue as provided for in any of the sections of this agreement shall be available to the Officer during his employment or used as terminal leave, or the value be placed in the "bankable retainer fund" or received in financial settlement.

In case of death of any Superior Officer as covered herein, there shall be paid to his/her spouse, beneficiary or estate the amount or amounts due for any and all salaries or compensation due and owing in accordance with the terms of this agreement.

**ARTICLE 25:**

**Resignation or Retirement**

**Section 1:** Resignation by any Officer in good standing shall entitle said Officer to any amounts owed to him/her from salaries or accrued time.

**Section 2:** Retirement of any officer in accordance with the rules, Regulations, and policies of the New Jersey Police & Fire Retirement system shall entitle him/her to any amounts owed from salaries, vacation, sick, or compensatory, and the inclusion in and use of the "bankable retainer program" and any benefits as described in articles in this agreement and any applicable laws.

**ARTICLE 26:**

**Training & Personnel Files**

**Section 1:** Personnel files are to be maintained in accordance with the Attorney General's Guidelines, the Department of Personnel Guidelines, and the Department of Archival Records.

Any Superior Officer retains the right to review on a periodic basis his/her personnel file upon request and appointment. The Officer may submit within ten (10) working days of the review a written statement of rebuttal or clarification of information within said file.

When any material is placed in the employee's file which could have an adverse effect on an employee's employment status, the employee shall be provided a copy.

Employee personnel files shall be kept in a secured environment with access by authorized personnel only.

**Section 2:** Training shall be made available to all Superior Officers and reasonable notice of available training shall be posted.

Names of Superior Officers requesting and Superior Officers granted the training time shall be posted on the roll call board.

Training at a minimum must cover the areas of training as mandated by the Attorney Generals guidelines and policies and the Police Training Commission.

Training records shall be maintained in the Officer's personnel file.

**ARTICLE 27:**

**Leave Time Permitted**

**Section 1:** A Superior Officer who is excused from work because of a Death in his immediate family, as defined below:

- a) ~~Ten (10) consecutive working days off with pay shall be granted in the event of a death of an employee's spouse, parent, step-parent, child or step-child. Such leave shall be taken in the same time frame as the day of death and/or the day of the funeral, and is completed no longer then the ten days following the funeral.~~
- b) Five (5) consecutive working days off with pay shall be granted in the event of the death of an employee's brother, sister, grandmother or grand father, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grand mother or father, spouse's step-parent, grandchildren, legal wards and other legal relationships recognized by State Law such as "domestic partners". Such leave shall 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 then five days following the day of the funeral.
- c) 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 death and/or the day of the funeral and must be completed no longer then the day following the funeral.

**Section 2:** Military leave shall be granted in accordance with the applicable Federal & State Laws.

**Section 3:** Family leave shall be granted in accordance with the "Family Leave Act".

**Section 4:** Union & Convention leave shall be allotted with pay as provided for in NJSA 11A:6-10 and NJSA Title 40A.

**Section 5:** The SOA representative shall also be granted reasonable leave time to attend discipline hearings or proceedings, grievance hearings and arbitrations, in addition to negotiation sessions for the collective bargaining agreement.

ARTICLE 28:

**Contractual Endorsement**

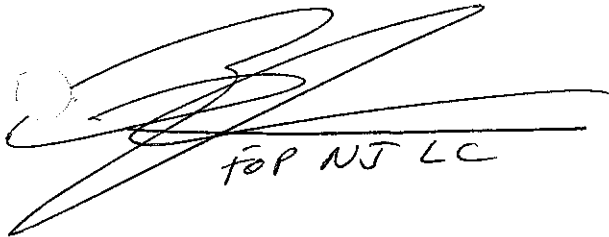
In witness whereof, the parties have hereto set their hands and seals on this  
7 day of JAN 2009

For the SOA:

  
SOA Representative

  
SOA Committee member

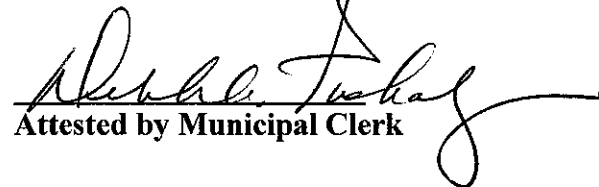
(Township seal)

  
for NJ LC

For the Township:

  
Mayor

  
Township Administrator

  
Attested by Municipal Clerk