

**AGREEMENT**  
**BETWEEN THE**  
**TOWNSHIP OF WINSLOW**  
**AND**  
**SUPERIOR OFFICERS ASSOCIATION**  
**2003, 2004 and 2005**

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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 "The Township" or "Township Committee" and the Superior Officers Association, on behalf of itself and its Members, being Captains and Lieutenants only, hereinafter called "SOA" or "Association".

**PREAMBLE**

The SOA recognizes that the Township Committee must operate efficiently and economically for the benefit of its residents and taxpayers and that it must provide proper police protection for the citizens of the Township of Winslow. The SOA 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 SOA as the exclusive collective bargaining representative of Lieutenants and Captains employed by the Township of Winslow with respect to hours, wages and other conditions of employment as spelled out in this Agreement. The SOA does not represent any other employee of the Winslow Township Police Department, including the Chief of Police, all Patrolmen, and Sergeants, and all other personnel employed in the Winslow Township Police Department, managerial executives, confidential employees, craft employees and professional employees with the meaning of the New Jersey Employer-Employee Relations Act (hereinafter, "the Act"), and all other employees employed by the Township of Winslow.

It is further agreed that all Probationary Officers shall receive all benefits of this Agreement from date of hire, with the exception that same shall not be subject to the grievance procedure or writ, rule or process if he is relieved from employment for reason of not meeting standards set by the Police Department and approved by the

Township Committee. The probationary period is one year from date of initial hire.

**(b) Dues Deduction and Agency Shop**

1. 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.

2. 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.

3. 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.

4. 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.

5. Any such written authorization may be withdrawn at any time by 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.

6. 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.

7. The deductions 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 Public Employment Relations Commission.

8. 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.

9. 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.

10. 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.

11. 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.

12. The Association shall indemnify, defend and save 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 an Officer, or the SOA on behalf of an Officer or Officers 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 Officer or Officers collectively or individually which might be in derogation of this Agreement. Any such attempted agreement between the Committee and said Officer or Officers 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, national origin, political affiliation, or handicapped status.

(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 Officer 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 scheduled. 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 SOA, for Platoon Lieutenants. For CID Lieutenants, alternate 8 to 4 with 4 to 12 per work period Monday through Friday, weekends and holidays off. For Captains, Monday through Friday with weekends and holidays off. Platoon Lieutenants shall have holidays off.

**Section 3.** The Chief of Police, with the approval of the Director of Public Safety, shall assign Police Officers 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 Officers, 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 Officer and said change would result in premium overtime payment, said Officer 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 Officer'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 worker up to the first two hours in any scheduled work week.

Any approved compensatory time will be taken off at one and one-half of actual straight time worked upon written request and signed approvals. Compensatory time may be accrued up to, but not in excess of, one hundred fifty (150) hours. Compensatory time may be taken, in increments not less than one hour and subject to the approval of the Chief of Police.

**Section 7.** In the event an Officer is called back to work after completion of that Officer's shift by order of the Chief, the Officer shall receive payment at one and one-half times the Officer's average

hourly rate for the number of hours required for the call 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 Officer's failure to perform necessary and required duties such as completion of necessary documents, or securing of evidence. In the event an Officer is called back to work as a result of the Officer's failure to secure evidence or complete forms, said Officer will receive only compensatory time for actual time to complete such documents or securing evidence, provided that every effort will be made by the Chief to have the Officer perform such duties without the necessity of a call back.

**Section 8.** A lunch break of 45 minutes shall be provided to each Officer during each shift, which will be the actual time provided from vehicle sign off to vehicle sign on for said purpose, with the Township.

**Section 9.** Members of this unit are eligible to work overtime if two (2) or more Patrolmen are assigned to a specific routine task or if special skills are involved. If special skills are involved, overtime assignment needs approval of the Chief.

**Section 10.** Any Officer holding the rank of Captain as of January 1, 2000 shall continue to receive one (1) compensation day per month in lieu of stand-by pay for continuous on-call duty. All Superior Officers who are promoted to the rank of Captain after January 1, 2000 will not receive such compensation day.

#### **ARTICLE VI: RATES OF PAY**

**Section 1.** Effective January 1, 2003, all existing salary steps in grade for Lieutenants and Captains shall be increased by 3.5%. Rates of pay for Lieutenant and Captains during the duration of this Agreement will be as set forth in Schedule "A". Effective January 1, 2004, all existing salary steps in grade for Lieutenants and Captains shall be increased by 3.5%. Effective January 1, 2005, all existing salary steps in grade for Lieutenants and Captains shall be increased by 3.5%. All Lieutenants who will not be at maximum salary step in grade as of January 1, 2005, who were paid \$95,705.00 in 2004 shall move to the top salary step of \$100,184.00 effective January 1, 2005.

**Section 2.** All raises shall commence on the First day of January of any given contract year and each Captain or Lieutenant shall receive the appropriate increment by year in grade as a Superior Officer at this initial year.

**Section 3.** There shall be a shift differential of 2.5% of base pay for the third (3<sup>rd</sup>) shift and 5% of base pay for the first (1<sup>st</sup>) shift, payable on the first pay day of December.

**Section 4.** The base salary of Captains and Lieutenants is defined as the sum of the salary from the approval step increment as set forth in Section 1 above.

**ARTICLE VII: TEMPORARY ASSIGNMENTS**

Any Police Officer assigned duties of higher rank shall receive the rate of the higher rank for such period of time and thereafter until he or she is reassigned back at the lower rank. Such assignments shall be done only by the Chief of Police.

**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**

Effective upon the signing of this contract a regular full-time Superior Officer who is excused from work because of a death in his or her immediate family, as defined below, shall be paid at the regular rate of pay for the first six (6) working days following the date of death. Not more than eight (8) hours per day pay will be paid under the provisions of this section. Notwithstanding the fact that only eight (8) hours leave will be paid, the Superior Officer will be relieved for duty for his entire work day when taking funeral leave.

Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. The immediate family is defined to mean parent, children, spouse, brother, sister, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, grandmother, grandfather, brother-in-law and sister-in-law.

In the event that a member of the Superior Officer's family and/or the Officer's spouse's family member not herein above listed dies, and said Superior Officer wishes to take funeral leave for the aforementioned purposes, said leave may be permitted with pay only upon the approval of the Chief of Police.

**ARTICLE X: 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 to regular days off, vacation days and sick days, and each Superior Officer who is obligated to work on a holiday shall be paid one and one-half times their regular work rate. Said enumerated

holidays are the following: 1. New Year's Day, 2. Martin Luther King's Birthday, 3. Lincoln's Actual Birthday, 4. Washington's Birthday (Presidents' Day), 5. Veterans 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 and four (4) personal days. All holidays shall be observed on that day which is recognized on the National Calendar.

Such holiday benefit shall be contingent on the following: provided that they have been employed by the Township for a period of ninety (90) continuous working days immediately prior to the holiday, unless said Superior Officer has a bona fide medical reason for his absence on either work day prior to or subsequent to said holiday.

"Bona Fide Medical Reason" as above herein stated shall mean, any Superior Officers who are absent and receiving compensation or temporary accident sickness benefits while under a doctor's care, for a period not longer than fifty-two (52) continuous weeks.

Lieutenants and Captains may apply holiday time to compensatory time when worked.

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

All Superior Officers who have one (1) year of service but not more than two (2) years shall receive one (1) week paid vacation at the straight time rate of pay. All Superior Officers who have from two (2) to five (5) years of service shall receive two (2) weeks vacation at the straight time rate of pay. All Superior Officers who have five (5) years of service shall receive one (1) additional days vacation for each additional year of service over five (5) years and not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service. All employees after twenty (20) years of service shall receive five (5) weeks vacation. The weekly pay is forty (40) hours at the appropriate hourly pay. (Hourly rate is annual base salary/2080 hours.) Any member may choose to carry over fifty (50) hours of vacation time to be used in the next year, providing same was applied for and denied during the year in which it was to be taken. Vacation time may be used no less than one (1) day at a time. Effective January 1, 1997, vacation time accumulation of up to 200 hours can be carried over into the next year. There shall be one (1) additional day of vacation per year for each year completed over five (5) years and up to fifteen (15) years of service. There shall be no additional week after twenty (20) years.

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

**Section 1.** Sick leave is defined as absence from duty of a Superior Officer 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 Superior Officer in this Bargaining Unit shall be entitled to one hundred twenty (120) hours of sick leave.

**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 \$29,000.00. In addition, Lieutenants and Captains may deposit sick and other terminal leave during his or her employment as discussed in Article XIII, Section 6 below.

**Section 3.** Sick time for new hires 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. Any employee who is out on such leave shall notify the dispatcher on duty within one (1) hour from the beginning of his or her particular shift. The management shall have the right to inquire in all such claims of sick leave with pay and, if such claim proves to be false, such employee shall lose all future sick leave with pay as specified above for the duration of the Agreement.

**Section 4.** Any Officer who does not call in within one (1) hour from the beginning of his or her 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 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 Superior Officer shall cooperate in the processing of the insurance forms. Said benefit payments shall be governed by the standards of New Jersey's Temporary Disability Law. If the Superior Officer is 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 Superior Officer who is 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 not more than fifty-two (52) weeks. Worker's Compensation benefits to which the Superior Officer is or may be entitled to shall be credited dollar-for-dollar against this obligation. If the Superior Officer is 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 shall be grounds for dismissal.

**Section 9.** The Chief of Police may require evidence in the form of a physician's certificate, as to the proof of disability or injury by the Superior Officer 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 Superior Officer who is required to receive medical treatment during his or her regularly scheduled working hours shall be paid for all actual time lost for that day to receive such treatment.

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

**Section 12.** There shall be no loss in seniority when a Superior Officer 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 employee shall receive a copy of his coverage from the insurance carrier spelling out the benefits. Premiums will be paid for all Superior Officers 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 Superior Officer 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 the earlier of their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

**Section 3.** If a Superior Officer becomes totally and permanently disabled because of injury or illness occurring in the line of duty, as determined by the New Jersey Police and Firearm Pension Fund, then Article XIII, Section 2 benefits come into operation for the Superior Officer 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 member 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, a "bankable retainer fund" shall be established to provide a retiree with a fund to be used exclusively for the payment of the retiree's required 35% health insurance co-payment. Deductions from the fund shall be pre-tax dollars. Employees who forego the payment of their accumulated sick leave, pursuant to Article XII.2 of the Collective Bargaining Agreement, upon retirement, may include the 75% value of all their accumulated sick days in the bankable retainer, up to a maximum of \$35,000.00. The bankable retainer can be supplemented by deferring all or part of an employee's terminal leave payments. Employees who opt out of the retiree health program, or who pass away before the 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 XII.2.

**Section 7.** The Township shall provide the SOA with written notice of any proposed changes in the medical insurance program as it currently exists.

#### **ARTICLE XIV: LIFE INSURANCE**

**Section 1.** Each Superior Officer 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 Superior Officers.

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

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

All required appearances by any Superior Officer in the County, Superior or Grand Jury or any other Court as well as any New Jersey State Department Division hearings, and further, an appearance by any Superior Officer in the Municipal Court shall be so arranged that his or her appearance shall be during working hours. Effective the date of signing this contract, if as a result of postponement or subpoena, it becomes necessary for the Superior Officer 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 (1½) for the Officer's hourly rate, 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 must approve all such Court time and proof of all such above worked time shall be approved in writing, and signed by the Chief. Upon written notice of stand-by subpoena, Superior Officers 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 Superior Officer shall be called to testify he or she shall receive overtime pay, and not compensatory time, should that required appearance not fall on a regularly scheduled shift.

**ARTICLE XVI: TRAVEL AND EXPENSE PAY**

In the event that it becomes necessary for a Superior Officer 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 Police Officer shall be paid incurred expenses, and in the event that the said Police Officer shall be entitled to compensation for mileage at the rate of twenty cents (\$.20) per mile. 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.** All Officers required to purchase new issue upon appointment to the rank of Lieutenant or Captain will be reimbursed by the Township for all reasonable expenditure upon presentation to the Winslow Township Department of Personnel of itemized receipts or proofs of purchase of such issue. All other Lieutenants and Captains otherwise entitled to clothing allowance upon his or her anniversary date shall receive all such clothing allowances. Each Officer shall receive the sum of \$1,220.00 on each anniversary of employment to be utilized for the purpose of purchasing new or replacement clothing, maintenance of clothing and equipment as required and set forth in the Department Code of Conduct. The required clothing and equipment shall not be added to, or altered by, the Chief throughout the duration of this Agreement. In the event that it becomes necessary to add or alter said lists of required clothing and/or equipment, any additional items or alternate items required by the Chief shall be purchased for each Superior Officer at the Township's expense.

The C.P.I. shall be applied to the Clothing Allowance and the adjustment made accordingly.

**Section 2.** An annual inspection may be held by the Chief to determine the necessity of replacement or worn or damaged equipment or clothing. Said replacement shall be at the expense of the individual Superior Officer.

**Section 3.** In the event the Chief of Police and Superior Officers of the Department agree that additional clothing and/or equipment is necessary for the efficient and economical operation of the Department, then the attached Schedule must be amended by mutual consent by all the parties concerned. Nothing in this Article shall be construed to prohibit the purchase of additional equipment and/or clothing that the Township deems necessary for same, and agree that any such items which are added to the list to be required as standard uniform for the Superior Officers of the Department without the consent of the Department, shall be paid for at Township expense.

**Section 4.** Each Superior Officer who has earned college credits shall receive 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 Superior Officer 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 Superior Officer 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: LIABILITY AND FALSE ARREST INSURANCE**

The Township agrees to cover all Superior Officers 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 an Officer of the Department is charged in any action or legal proceeding arising out of, or incidental to, the performance of his or her duties, the Governing Body of the municipality shall provide same Superior Officer 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 XIX: ACCRUAL OF BENEFITS**

In case of the death of any Superior Officer as covered herein, there shall be paid to his/her spouse, 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.

**ARTICLE XX: DISCIPLINE**

**Section 1.** No Superior Officer shall be disciplined without reasonable cause. Any Superior Officer 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 Superior Officer shall have the right to inspect his or her personnel file on reasonable notice and at reasonable times as determined by the Township, and provided the Chief of Police is present at the time of inspection.

**Section 3.** The Chief shall notify the individual Superior Officer of any material placed in his or her personnel file and give said individual a copy of same.

**Section 4.** No Superior Officer 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 Superior Officer. 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 Superior Officer. 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 not 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 Superior Officers interested. Names of Superior Officers requesting and Superior Officers granted training will be posted on the roll call bulletin board.

**ARTICLE XXI: GRIEVANCE**

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 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 SOA 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 SOA shall furnish a written statement of the grievance to the Chief on a form provided by the SOA. The Chief or his designee, and the SOA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Mayor or Business Administrator within five (5) working days of their meeting.

**Step B.** The Director of Public Safety or his or her designee 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 SOA representative and interested parties. The Director of Public Safety, or his or her designee, shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director of Public Safety, or his or her designee, is not able to obtain an amicable settlement at this time, he or she 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 SOA 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 SOA. 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 or her written decision, the arbitrator shall indicate his findings of fact and reason for his or her decision.

#### **ARTICLE XXII: 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 Code of Conduct.

#### **ARTICLE XXIII: STRIKE AND LOCKOUTS**

**Section 1.** The Association and its Officers, agents and members 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 for any violation herein above stated shall not be subject to the grievance procedure of this Agreement, except as to the sole questions of whether the affected SOA Officer, in fact, violated this provision, and as to the extent or severity of the discipline imposed.

#### **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, 2005, 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 SOA Officer would revert back to a previous rank in the event of a divisional cut-back. In the event of a layoff, the SOA Officer(s) with the least time in service to the Township of Winslow, as a SOA Officer, would be laid off. Where there is equal time in rank, length of time in service to the Township as a Police Officer 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 POLICE DEPARTMENT

FOR THE TOWNSHIP COMMITTEE

\_\_\_\_\_  
Superior Officers Rep.

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

Negotiating Committee of SOA

\_\_\_\_\_  
ANDREW MAIR  
TOWNSHIP ADMINISTRATOR

\_\_\_\_\_

## SCHEDULE A

### RATES OF PAY

**Section 1.** All Lieutenants who will not be at maximum salary step in grade as of January 1, 2003, shall have their salary increased to \$91,414.00 effective January 1, 2003.

**Section 2.** All Lieutenants who will not be at maximum salary step in grade as of January 1, 2004, who were paid \$91,414.00 in 2003 shall move to \$95,705.00 effective January 1, 2004.

**Section 3.** All Lieutenants who will not be at maximum salary step in grade as of January 1, 2005, who were paid \$95,705.00 in 2004 shall move to the top salary step of \$100,184.00 effective January 1, 2005.

**Section 4.** Effective January 1, 2003, and consistent with Sections 1 and 2 above, the 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> steps (prior to five (5) years as a Lieutenant) shall be eliminated. However, beginning 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup> steps (for Lieutenants with five (5) or more years as a Lieutenant with Winslow Township) shall remain unchanged from 2002 in 2003, and then be increased by 3.5% effective January 1, 2004, and by 3.5% effective January 1, 2005.

#### LIEUTENANTS

Years in Service in Winslow Township as a Police Officer:

Yrs.	2003	2004	2005
Beginning 1-6	74,918.00	77,540.00	80,253.00
Beginning 7-11	76,960.00	79,653.00	82,440.00
Beginning 12-16	82,049.00	84,920.00	87,892.00
Beginning 17-22	85,540.00	88,533.00	91,631.00
Beginning 23 <sup>rd</sup> yr.	90,443.00	93,608.00	96,884.00
Beginning 24 <sup>th</sup> yr.	91,060.00	94,247.00	97,545.00
Beginning 25 <sup>th</sup> yr.	91,731.00	94,941.00	98,263.00
Beginning 26 <sup>th</sup> yr.	93,522.00	96,795.00	100,182.00

**CAPTAINS**

Years in rank denote time as a Superior Officer:

<b>Yrs.</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>
0-2	93,398.00	96,685.00	100,068.00
3-5	94,593.00	97,903.00	101,399.00
6-9	95,255.00	98,588.00	102,038.00
10-12	95,913.00	99,269.00	102,743.00
13-15	96,652.00	100,034.00	103,535.00
16-20	97,963.00	101,391.00	104,939.00