

**AGREEMENT**  
**BETWEEN THE**  
**TOWNSHIP OF WINSLOW**  
**AND**  
**WINSLOW TOWNSHIP SERGEANTS' CONTRACT**  
**With the Superior Officers Association**  
**2017 to 2019**

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**AGREEMENT**

THIS AGREEMENT, dated this     day of                     , 2017, is entered into between the Township of Winslow located in the County of Camden, New Jersey, by its Mayor and elected Township Committee, hereinafter referred to as “Township” and the Winslow Township Sergeants and Superior Officers Association, on behalf of itself and its Members, being Sergeants only, hereinafter called “SGTs”.

**PREAMBLE**

The SGTs recognizes that the Township Committee must operate efficiently and economically for the benefit of its residents and taxpayers and provide proper police protection for the citizens of the Township of Winslow. The SGTs 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**

**ARTICLE I: A) Recognition**

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

**ARTICLE I: B) Dues Deduction and Agency Shop**

**ARTICLE I: B) 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. Sergeant’s dues are paid to SOA.

**ARTICLE I: B) 2.** A deduction shall commence for each employee who signs an authorization form, supplied by the Association and verified by the Township’s payroll department during the month following the filing of such form with the Township.

**ARTICLE I: B) 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.

**ARTICLE I: B) 4.** The Association will provide the necessary “deduction authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township payroll department.

**ARTICLE I: B) 5.** Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

**ARTICLE I: B) 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.

**ARTICLE I: B) 7.** The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

**ARTICLE I: B) 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.

**ARTICLE I: B) 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.

**ARTICLE I: B) 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.

**ARTICLE I: B) 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.

**ARTICLE I: B) 12.** The Association shall indemnify, defend, save and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

## **ARTICLE II: MANAGEMENT RIGHTS**

Except to the extent expressly modified by specific provisions of this Agreement, the Township Committee reserves and retains solely, and exclusively, all its statutory and common law rights to manage the operations of the Police Department. All management functions and responsibilities which the Township Committee has not exclusively modified or restricted by this Agreement are retained and vested exclusively in the Township Committee and its agents. More explicitly, the Township Committee reserves the right to establish and administer policies and procedures related to all police and municipal; operation, services, training, education and protection of the citizens of Winslow Township. The Township Committee and its agents reserve the right to reprimand, suspend, dismiss or otherwise discipline employees for reasonable cause; to hire, promote, transfer, lay off and recall employees to work, to determine the number of employees and the duties to be performed; to maintain the efficiency of its employees, to expand, establish, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service to determine the staffing patterns and areas of work to control and regulate the use of facilities, supplies and equipment and other property of the Township; to determine the number, location, operation of division, platoons, departments, and all other units of the Department; the assignment and changes of work and work hours and shift schedules, the qualifications required, and the size and composition of the police force; to subcontract for any future service as determined necessary by the Township Committee; to make or change Police Department rules, regulations, policies and practices; and otherwise generally to manage the Department, to obtain and maintain full operating efficiency and optimum public protection and direct the Police Department, except as

expressly modified or restricted by this Agreement; however, that nothing herein shall prevent a Sergeant, or the SGTs on behalf of a Sergeant or Sergeants from presenting his or their grievance(s) for the alleged violation of any articles or specific terms of this Agreement.

**ARTICLE III: EXTRA CONTRACT AGREEMENT**

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

**ARTICLE IV: NONDISCRIMINATION**

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

**ARTICLE IV: (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.

**ARTICLE IV: (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**

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

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

The previous work schedule of working a 20 week rotating schedule of 4-2, 4-3, and 4-3 ended when the new Schedule was agreed to 11/4/2016. The agreed modification would change the schedule to a 28 day rotation schedule and all shifts would be 12 hours. The rotation would be 2-2, 3-2, 2-3. The new 12 hour shift hours would be comprised of 2 shifts for each day and night. The hours of the 12 hour shifts will be determined by the Chief of Police.

Examples of how the 12 hour shifts could be scheduled with an A and B shift for proper shift transition coverage are:

Shift A – 0600 - 1800 hours – day work

Shift B – 0700 – 1900 hours – day work

And

Shift A – 1800 – 0600 hours – night work

Shift B – 1900 – 0700 hours – night work

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 SGTs.

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 for CIU, SEU and Traffic Sergeants. Administrative Sergeants will work a Monday through Friday schedule with weekends and holidays off.

The required three (3) training days changed to two (2) training days when the new 12 hour schedule began. The required two (2) annual training days will not be in addition to the shift hours herein.

**ARTICLE V: Section 3.** The Chief of Police shall assign Sergeants to their days, hours and shift schedule in order to provide an equitable rotation amongst the members of the Department.

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

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

**ARTICLE V: Section 6.** All assigned hours worked in and for the Township in addition to scheduled days, hours and shifts shall be at the rate of time and one-half of the Sergeant's hourly rate for all assigned time worked in and for the Township. Overtime shall be paid based on actual time worked as approved by their supervisor. A Sergeant shall be at his assigned station by the commencement of his work shift.

**ARTICLE V: Section 7. COMPENSATORY TIME**

Any approved compensatory time will be taken off hour for hour of actual straight time worked upon written request and signed approvals. Compensatory time should be taken, upon approval, at a minimum of two (2)

hours unless the member has less than 2 hours of available time or the member's immediate supervisor or division commander permits a lesser time increment. Compensatory time may be accrued up to, but not in excess of two hundred (200) hours by December 31<sup>st</sup> of each year.

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

**ARTICLE V: Section 8.** In the event a Sergeant is called back to work after the completion of a shift by order of the Chief, the Sergeant shall receive payment at one and one-half (1½) times the average hourly rate for the number of hours for which the Sergeant was called back, but shall receive not less than two hours overtime pay for said call back, unless such call back was necessitated as a result of the Sergeant's failure to perform necessary and required duties such as completion of necessary documents, or securing of evidence. In the event a Sergeant is called back to work as a result of his or her failure to secure evidence or to complete forms, said Sergeant will receive only compensatory time for actual time to complete such documents or to secure such evidence, provided that every effort will be made by the Chief to have the Sergeant perform such duties without the necessity of a call back.

**ARTICLE V: Section 9.** A lunch break of 45 minutes shall be provided to each Sergeant during each shift, which will be the actual time provided from vehicle sign off to vehicle sign on for said purpose, with the Township. If a Sergeant does not get a full 45 minutes lunch break, he shall not be entitled to overtime.

**ARTICLE V: Section 10.** Overtime shall be distributed in accordance with the Township's "Equitable Distribution of Overtime Policy," made effective as of October 25, 2000.

**ARTICLE V: Section 11. Kelly Time**

Police Sergeants working the 12 hour rotation shall also receive 104 hours of "Kelly Time" annually. The 104 hours covers the additional 2 hours per week the Police Sergeants are scheduled to work in lieu of overtime. The Police Sergeants will receive the first increment of "Kelly Time" for 52 hours on January 1<sup>st</sup>. The second increment of 52 hours of "Kelly Time" will be allotted as of July 1<sup>st</sup>. The addition of "Kelly Time" will not affect the utilization of vacation time, comp time, personal time or sick time. All accrued time off will be taken by the hour.

“Kelly Time” will not be earned for Police Sergeants on Family Leave, Military Leave, or Disability (including injury off duty or injury on duty) while they are not physically working. “Kelly Time” will be pro-rated based on the amount of time the Police Sergeant is not actively at work based on one of the reasons listed above.

Fifty two (52) hours of “Kelly Time” may be carried over to the following year.

“Kelly Time” will be tracked in the ADP Time and Attendance System. Police Sergeants will have the ability to request “Kelly Time” off through the ADP Time and Attendance the same way other time off requests are handled.

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

**ARTICLE VI: Section 1.** Effective January 1, 2017 and continuing throughout the duration of this Agreement, the following salary schedule shall be in effect:

BEGINNING JANUARY 1, 2017. There shall be a 1.75% increase, across the board and as provided in the salary structure herein.

BEGINNING JANUARY 1, 2018. There shall be a 1.75% increase across the board and as provided in the salary structure herein.

BEGINNING JANUARY 1, 2019. There shall be a 2% increase, across the board and as provided in the salary structure herein.

The salary structure for years 2017 through 2019 are set forth in Schedule “A” attached hereto.

**ARTICLE VI: (a)** All Sergeants subject to this Agreement shall mark their Anniversary of employment with the Township on January 1<sup>st</sup> of each year except for those officers who have been previously laid off by Winslow Township and subsequently rehired by Winslow Township, whose anniversary date shall be six months after their date of rehire.

Retroactive payments consistent with this Agreement have been provided in a salary structure set forth in Schedule “A”. This salary schedule shall apply to existing Sergeants and to employees hired on or after May 11, 2004, except as provided in Section 1(b), below.

All current employees at the time of the signing of this agreement shall be provided retroactive pay in accordance with the foregoing percentage increases based on the actual pay they received during the period January 1, 2017 through November 30, 2017. All employees that retired during the period January 1, 2017

through November 30, 2017 shall be provided retroactive pay in accordance with the foregoing percentage increases based on the actual pay they received during the period January 1, 2017 through their retirement date. All employees that resigned during the period January 1, 2017 through November 30, 2017 and were employed by the Township for more than one year during that period shall be provided retroactive pay in accordance with the foregoing percentage increases based on the actual pay they received during the period January 1, 2017 through November 30, 2017.

**ARTICLE VI:** (b) Any officer hired on or after May 11, 2004 will not be eligible for the service credits for years 23, 24 and 25. Sergeants assigned standby duty shall receive their payment at the rate of \$5.00 per hour for assigned stand-by time and overtime for actual callout time. Actual callout shall be from sign in to sign out time.

**ARTICLE VI: Section 2.** Sergeants' progressive rates shall begin on January 1 of each year, except that no period of valid suspension shall be included therein and except for those officers who have been previously laid off by Winslow Township and subsequently rehired by Winslow Township, whose anniversary date shall be six months after their date of rehire.

**ARTICLE VI: Section 3.** Except as noted below, anytime the assigned Lieutenant is absent from his duties for 3 complete tours of duty (12 days for Platoon and 15 days for Administrative), the assigned Sergeant will receive 1 hour of comp time per day earned for performing those said extra duties in the Lieutenant's absence, starting with the 13<sup>th</sup> for Patrol and the 16<sup>th</sup> for Administrative workday and shall continue to receive said comp time until the Lieutenant returns. If a Lieutenant works only 1 day per tour, this will not reset the count.

**ARTICLE VII: TEMPORARY ASSIGNMENTS**

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

**ARTICLE VIII: PAY PERIODS**

Pay periods shall be established and continued on the same basis and are on a bi-weekly basis

All officers will have direct deposit

**ARTICLE IX: FUNERAL LEAVE**

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

- a) Eighty (80) hours 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 than the ten days following the funeral.
  
- b) Forty (40) hours off with pay shall be granted in the event of the death of an employee's brother, sister, grandmother or grandfather, 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, or legal wards. 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 than 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 than the day following the funeral.

**ARTICLE X: HOLIDAYS & PERSONAL DAYS**

All Sergeants eligible shall receive holiday benefits, as follows for the holidays hereinafter named, provided that they have been employed by the Township for a period of ninety (90) continuous working days immediately prior to the holiday and the scheduled work day after the holiday, unless said Sergeant has a bona fide medical reason for his absence on either working day prior to or subsequent to the said holiday. "Bona Fide Medical Reason" as above herein stated shall mean, absence and receipt of compensation or temporary accident sickness benefits while under a doctor's care, for a period not longer than twenty-six (26) continuous weeks. The days established hereunder as holidays are: New Year's Day, Martin Luther King's Birthday, Washington's Birthday (Presidents' Day), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day,. All holidays shall be observed on that day which is recognized on the Winslow Township Calendar.

Personal Days -Sergeants will receive 24 hours of personal time a year which must be used within the calendar year or they are forfeited. Sergeants who are administrative and do not work on holidays will receive 32 hours of personal time which must be used within the calendar year or they are forfeited.

## **ARTICLE XI: VACATION**

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

### ARTICLE XI:

- a) All Sergeants who have up to one (1) year of continuous service with the Township shall receive one paid vacation day for each month of service at their straight time rate of pay.
- b) After one (1) year and up to five (5) years of continuous service, Sergeants shall receive twelve (12) vacation days at the employee's straight time rate of pay.
- c) All Sergeants who have five (5) years of continuous service shall receive three (3) weeks' vacation at the straight time rate of pay.
- d) All Sergeants who have more than five (5) years of service shall receive one (1) additional days' vacation for each additional year of service over five (5) years, not to exceed five (5) additional days or four (4) weeks' vacation after ten (10) years of service.
- e) All Sergeants who have more than ten (10) years of service shall receive one (1) additional day's vacation for each additional year of service over ten (10) years, not to exceed five (5) additional days or five (5) weeks vacation after fifteen (15) years and thereafter.
- f) The weekly pay is forty (40) hours at the appropriate hourly pay. (Hourly rate is annual base salary ÷ 2080 hours).
- g) Effective January 1, 2004, Sergeants may carryover as many hours in unused vacation time as they are receiving pursuant to the contract for one year with a cap of two hundred (200) hours. Vacation time shall be used in two (2) hour increments unless the member has less than 2 hours available or the member's immediate supervisor or division commander permits a lessor time increment.
- h) Unused vacation time shall be lost unless, a written management determination prevents the use of the vacation time. This Section shall not apply to eligible Sergeants who elect to participate in the Township's bankable retainer program, as set forth in Article XIII, Section 6.

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

**ARTICLE XII: Section 1.** Sick leave is defined as absence from duty of a Sergeant of the Police Department because of personal or immediate family member (The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the employee and grandmother and grandfather). Illness by reason of which such member is unable to perform the usual duties of his position because of illness or immediate family member (The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the employee and grandmother and grandfather) or exposure to contagious disease. Each Sergeant in this Bargaining Unit shall be entitled to one hundred twenty (120) hours of sick leave per calendar year. If a sergeant is on sick leave for 3 consecutive days they must submit a doctor's note on the third day.

**ARTICLE XII: 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. Upon retirement in good standing, employees may elect to sell back their sick time at seventy-five (75%) percent up to a maximum of \$25,000.00. Employees hired after 5/21/2010 have a maximum sick leave payout of \$15,000 as per S-4 P.L. 2010, c.3. This Section will not apply to Officers who elect to participate in the bankable retainer program, as set forth in Article XIV, Section 6. New Hires hired after February 26, 2013 will not have the option to convert sick time to compensatory time.

**ARTICLE XII: Section 3.** Sergeants shall not be granted sick pay for the first 90 days of employment. Any employee who is out on such leave shall notify the dispatcher on duty within thirty minutes from the beginning of his particular shift. The management shall have the right to inquire of the veracity of all such claims of sick leave with pay and, if such claim proves to be false, such employee shall lose all future sick leaves with pay as specified above for the duration of the Agreement, and shall be subject to discipline, up to and including immediate dismissal.

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

**ARTICLE XII: Section 5. SICK LEAVE.** A Sergeant disabled by sickness while off duty and while employed by the Township shall receive two-thirds (2/3) of his straight time pay for not more than twenty six (26) weeks, after thirty (30) days of such absence, for all time actually lost save the first thirty (30) days. A sergeant may use 1/3 of a sick day to supplement their disability payment. Any sergeant who is injured off duty will receive disability immediately and will be able to supplement the 2/3 payment from the township using sick time. The Township shall only be obligated to pay the premium for disability coverage. The Sergeant shall cooperate in the processing of the insurance forms. Said benefit payments shall be governed by the standards of the New Jersey's Temporary Disability Law. If said Sergeant is determined to be totally and permanently disabled, under Federal Social Security law, the payments shall cease as of the effective date of said determination.

**ARTICLE XII: Section 6. WORK RELATED INJURY.** A Sergeant who is disabled by injury on duty or by work related sickness and while employed by the Township shall receive his straight time pay for all the time actually lost for not more than fifty-two (52) weeks. Worker's Compensation benefits to which the

Sergeant is or may be entitled, shall be credited dollar-for-dollar against this obligation. If the Sergeant is determined to be totally and permanently disabled under Federal Social Security Law or New Jersey Worker's Compensation Law, this payment shall cease as of the effective date of such determination. Any amount paid by the Township, under this section, shall become part of the Township's Worker's Compensation lien as against third party tort feasons if the Township is acting pursuant to N.J.S.A. 34:15-40.

**ARTICLE XII: Section 7. NON-WORK RELATED INJURY.** In the event of non-work related injury, 1/3 of a day 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.

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

**ARTICLE XII: Section 9.** The Chief of Police and/or the Director of Public Safety shall require evidence in the form of a physician's certificate, as to the proof of disability or injury by the Sergeant involved and the estimated length of his time off due to said sickness or injury within the first 3 days of the absence , and may request physical examination periodically by Township Physicians.

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

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

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

**ARTICLE XII: Section 13. MATERNITY LEAVE** shall be treated as sick leave when properly certified by a physician. Except for reasons of health or inability to perform her duties, a pregnant Patrol Sergeant shall be permitted to work until such time as the Officer's physician, the Township's physician or Township management and the female Officer determines that the female Officer should be removed from street duty and assigned to an in-house function by the Chief of Police.

**ARTICLE XIII: MEDICAL INSURANCE**

ARTICLE XIII: **Section 1. a.** As of ninety (90) days of employment - medical, dental, and prescription benefits are in effect, and shall be provided by a private insurance carrier and premiums paid for by the Township and all employees according to Chapter 78 or any applicable state law.

- a) The existing benefits, unless otherwise amended herein, for health insurance, dental, prescription, life insurance, and disability shall continue being available at their current level.
- b) Each employee shall receive a copy of his/her coverage from the insurance carriers spelling out the benefits. Employees shall use the insurance provided mail in program for prescriptions for maintenance medications, subject to all conditions and regulations associated with said program.
- c) Effective January 1, 2013, the prescription plan copays are based on the plan elected by the employee Refer to plan documents received from the Personnel Office. Effective January 1, 2010, the Traditional Plan and the HMO will be eliminated.
- d) Effective January 1, 2010, employees will be required to utilize free standing testing labs and surgical centers, unless otherwise required by a physician, and will be encouraged to use urgent care centers in accordance with the enrolled plan requirements.
- e) Effective January 1, 2013 employees will be required to pay physician and specialist copays or deductible based on the plan the employee elected.
- f) The employees' portion of the premiums are required to be paid by employees on disability according to Chapter 78 or any applicable state law for 26 weeks. This deduction can be taken from the 1/3 of a sick day paid by The Township through payroll. If the employee is not receiving 1/3 of a sick day through payroll they will be billed for their portion of the premiums.
- g) The Township will charge members of the SGT for benefit coverage as follows:
  - 1. 2017 – benefit costs and premium rates will remain as already in place for the remainder of the year
  - 2. 2018 – the annual premium costs of benefits will be capped at a 2% increase

PPO2

Coverage level: employee only - \$16,810.78  
Coverage level: employee/spouse - \$26,014.65  
Coverage level: employee/child(ren) - \$25,174.62  
Coverage level: employee/family - \$40,101.91

PPO3

Coverage level: employee only - \$14,366.82  
Coverage level: employee/spouse - \$19,956.46  
Coverage level: employee/child(ren) - \$19,347.16  
Coverage level: employee/family - \$34,293.54

3. 2019 – the annual premium costs of benefits will be capped at a 4% increase

PPO2

Coverage level: employee only - \$17,483.21  
Coverage level: employee/spouse - \$27,055.24  
Coverage level: employee/child(ren) - \$26,181.60  
Coverage level: employee/family - \$41,705.99

PPO3

Coverage level: employee only - \$14,941.50  
Coverage level: employee/spouse - \$20,754.72  
Coverage level: employee/child(ren) - \$20,121.04  
Coverage level: employee/family - \$35,665.28

**ARTICLE XIII: Section 2.** If a Sergeant is killed in the line of duty, medical, dental, and prescription coverage shall be carried for the surviving spouse and unemancipated children. The Township will pay 100% of plan costs. This benefit for a surviving spouse shall cease when (a) the surviving spouse remarries, (b) the surviving spouse becomes eligible for Medicare, and/or (c) the surviving spouse obtains, without cost to him/her, comparable benefits as a fringe benefit of his/her employment. This benefit for children shall cease upon their emancipation or when they are no longer dependents as defined by the Federal Internal Revenue Service.

**ARTICLE XIII: Section 3.**

- a) If an Officer becomes totally and permanently disabled as determined by the New Jersey Police and Fire Retirement System because of a traumatic injury or illness occurring in the line of duty, **Article XIII, Section 2** benefits come into operation for the officer as well as spouse and un-emancipated dependent children.
- b) If an officer becomes totally and permanently disabled as determined by the New Jersey Police and Fire Retirement System because of a non-traumatic injury or illness occurring in the line of duty, **Article XIII, Section 5** benefits come into operation for the officer, as well as spouse and un-emancipated dependent children.
- c) Notwithstanding the above, under no circumstances shall the officer be entitled to any of the benefits provided for under Article XIV in the event the officer (1) pleads or is found guilty of committing a crime; or (2) forfeits his public employment in connection with a guilty plea, regardless of the nature of the plea.
- d) Upon determination of permanent disability of the employee, the level of coverage in place cannot be increased after determination of permanent disability. Coverage levels can be decreased at any time. Dependents may be added to coverage only if the coverage level in effect at retirement does not increase.

**ARTICLE XIII: 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.

**ARTICLE XIII: Section 5.** Upon retirement, a Sergeant with 25 years full-time police service and his/her spouse, shall receive the same medical coverage in effect on the date of the member’s retirements, at a co-pay rate of sixty-five (65%) percent Township and thirty-five (35%) percent retiree until the retiree or spouse is eligible for Medicare, Medicaid or both, at which time the Township shall pay for claims not paid by Medicare or Medicaid, plus prescription and dental claims 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. Upon retirement, only those individuals covered as of the date of retirement papers being filed with the state are eligible for continuation of benefits at the same coverage level in place on that date. Under no circumstances can individuals be added to coverage or coverage levels be increased subsequent to those dates. Coverage levels, however, may be reduced at anytime.

**ARTICLE XIII: Section 6.** The Township shall establish a “bankable retainer fund” to provide a retiree with the funds to be used exclusively for the payment of the retiree’s required thirty-five (35%) percent health insurance co-payment obligation Employees who forego the payment of their accumulated sick leave, pursuant to Article XII, Section 2 shall receive one hundred (100%) percent value of all their accumulated sick leave in the bankable retainer, up to a maximum of \$50,000.00 The \$50,000.00 can be supplemented through the use of an Officer’s unused vacation, earned Kelly Time and compensatory leave time. Employees who opt out of the employee’s 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, Section 2**. The balance of the sick leave over the maximum is a death only benefit to be paid to the employee’s estate. The employee may cash out their sick leave only at retirement.

If a retiree passes away, and is enrolled in Health Insurance Coverage with the Township, a spouse and/or dependents covered under the retiree at the time of the retiree’s passing shall remain covered under the

insurance. Available funds in the bankable retainer will be used to pay for the coverage at the same percentage the retiree was paying. If there are no funds available in the bankable retainer, the covered individuals will be billed by the Township for coverage costs. Spouse coverage shall terminate if the spouse remarries. Dependent coverage shall terminate when the dependent ages out according to state law.

Each year, at Open Enrollment Retirees will have the option to choose lower cost plan options available to active employees during open enrollment. If the retiree leaves a grandfathered plan, they cannot re-enroll in that plan at a later time. Current plans to enroll in are PPO2 and PPO3

The bankable retainer can be supplemented by deferring all or part of an employee's terminal leave payments beyond the \$50,000.00 limitation referred to in this section. An employee may add up to a maximum of 600 hours using a combination of vacation and compensatory time at the prevailing rate at time of retirement to achieve or add to the sick bank accrual at their discretion. If an employee decides to include the extra vacation/compensatory time contributory funds will be deducted from the sick time bank first. Once those funds have been exhausted the vacation/compensatory funds will be utilized.

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

**ARTICLE XIII: Section 8. a.** Effective January 1, 2010 an employee may choose, in writing, and only during periods of regular open enrollment, to drop Township health insurance, prescription coverage, and dental insurance to receive a monetary payment in lieu thereof. Employees who elect to drop Township health and/or prescription coverage must provide the Township with proof of other health and/or prescription coverage. Employees who elect to opt out of Township health insurance and/or prescription coverage can not re-enroll in the Township's health insurance and/or prescription program until the start of the next calendar year following the date of the employee's election to opt out. Further, re-enrollment in the Township's health insurance and/or prescription program must be precipitated by a "life-changing event" as that term is defined in the Township's health insurance program.

**ARTICLE XIII: Section 8. b.** The monetary payment to employees who elect to drop Township health insurance prescription coverage, and dental insurance shall be \$750.00 per year for single coverage; \$1,000.00 per year for parent/child coverage; \$1,250.00 per year for husband/wife coverage; \$1,700.00 per year for family coverage.

**ARTICLE XIII: Section 8. c.** Employees who elect to opt out of husband/wife or family coverage, but whose spouse is also an employee of the Township, shall be entitled to only a \$800.00 cash payment in lieu of participation in the Township's health insurance and prescription coverage program. Officers who are hired after 1/1/2013 will not be eligible for this \$800 credit.

**ARTICLE XIII: Section 8. d.** All payments pursuant to this Section shall be paid to the employee in the first regular paycheck in December of each year, subject to appropriate deductions. Employees who re-enroll in the Township's health insurance program after January 1 of a given calendar year will be entitled to a prorated portion of the cash payment to which he or she is entitled, paid in the first regular paycheck in December of that calendar year, subject to appropriate deductions.

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

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

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

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

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

to be on stand-by or call, except that on the day the Sergeant shall be called to testify the Sergeant shall receive overtime pay, and not compensatory time, should it not be a regularly scheduled shift.

**ARTICLE XVI: TRAVEL AND EXPENSE PAY**

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

**ARTICLE XVII: EQUIPMENT and CLOTHING**

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

**ARTICLE XVII: Section 1.** In the event that the Chief of Police, Director of Public Safety and Sergeants of the Department agree that additional clothing and/or equipment is necessary for the efficient and economical operation of the Department, these requirements must be agreed to by mutual consent by all the parties to this Agreement. Nothing in this Article shall be construed to prohibit the purchase of additional equipment and/or clothing of which the Township and Department agree upon the necessity for same, and agree upon whom shall be responsible for the purchase of said additional items which may in the future be required by the Director of Public Safety and Chief of Police. Any such items which are added to the list to be required as standard uniform for the Sergeants of the Department without the consent of the Department, shall be paid for at Township expense.

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

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

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

**ARTICLE XX: ACCRUAL OF BENEFITS**

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

**ARTICLE XXI: DISCIPLINE**

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

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

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

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

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

**ARTICLE XXII: GRIEVANCE**

**ARTICLE XXII: Section 1:** The purpose of this article is to settle all grievances between the Township and the members of the SGTs 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 SGTs involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) business 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:

**ARTICLE XXII: Step A.** The SGTs representative, the aggrieved party(ies) and the Chief of Police or his designee, shall, within ten(10) business days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the SGTs shall furnish a written statement of the grievance to the Chief on a form provided by the SGTs. The Chief or his designee, and the SGTs representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Mayor, Director of Public Safety, within ten (10) business days of their meeting.

**ARTICLE XXII: Step B.** The Director of Public Safety shall conduct a hearing no later than ten (10) business 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 SGTs representative and interested parties. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time, he shall within ten (10) business 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 SGTs to proceed to arbitration.

**ARTICLE XXII: Section 2. 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 SGTs. The decision of the arbitrator shall be final and binding upon both parties.

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

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

#### **ARTICLE XXIII: OUTSIDE EMPLOYMENT**

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

#### **ARTICLE XXIV: STRIKES AND LOCKOUTS**

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

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

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

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

#### **ARTICLE XXV: DURATION**

This Agreement shall be in force and effect as of January 1, 2017, and shall remain in effect up to and including December 31, 2019. 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 XXVI: 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 XXVII: SENIORITY AND RANK**

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

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

**SGT. 2016-2018**

<u>Steps</u>	<u>2016</u>	<u>2017</u>		<u>2018</u>		<u>2019</u>	
		<u>%-age</u>	<u>New Sal.</u>	<u>%-age</u>	<u>New Sal.</u>	<u>%-age</u>	<u>New Sal.</u>
1-10	\$ 115,803.00	1.75%	\$ 117,829.55	1.75%	\$ 119,891.57	2.00%	\$ 122,289.40
11+	\$ 118,512.00	1.75%	\$ 120,585.96	1.75%	\$ 122,696.21	2.00%	\$ 125,150.14
23	\$ 124,409.00	1.75%	\$ 126,586.16	1.75%	\$ 128,801.42	2.00%	\$ 131,377.44
24	\$ 126,699.00	1.75%	\$ 128,916.23	1.75%	\$ 131,172.27	2.00%	\$ 133,795.71
25	\$ 128,990.00	1.75%	\$ 131,247.33	1.75%	\$ 133,544.15	2.00%	\$ 136,215.04

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this 06 day of APRIL, 2017.

FOR THE SERGEANTS

D/Sgt AG #158

SGT. VJ / [Signature] #143

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FOR THE TOWNSHIP COMMITTEE

[Signature]  
Barry Wright, Mayor

[Signature]  
Joseph Gallagher  
Administrator