

Contract no. 1344

T

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

AUG 18 1992

RUTGERS UNIVERSITY

**AGREEMENT**

**BETWEEN THE**

**TOWNSHIP OF WINSLOW**

**AND**

**WINSLOW TOWNSHIP POLICE ASSOCIATION**

**1991-1992-1993**

**PATROLMAN AND DETECTIVES**

**ARTICLE I: RECOGNITION AND AGENCY SHOP**

The Township Committee recognizes the WTPA as the sole collective bargaining agent with respect to hours, wages and other conditions of employment as spelled out in this Agreement for all Police Officers employed in the Winslow Township Police Department, excluding supervisory personnel or employees determined by the New Jersey Employer-Employee Relations Act, Chapter 303 and the Public Employment Relations Commission, to have such a substantial conflict of interest, both actual and potential, with rank and file Police Officers, so as to preclude their inclusion within the same bargaining unit.

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.

The WTPA Treasurer shall submit to the Township personnel office a list of names of employees covered by this contract who are not currently dues paying members. The Township, in compliance with State Law and this Agreement, will deduct from non-member employees in this bargaining unit a representation fee equal to eighty five percent (85%) of the amount set for WTPA members (this amount will be determined by the Association Treasurer and is to be paid by payroll deduction). Deductions will not be made for any other organization(s) or officer(s) of the department. This section shall take effect upon the date of the signing of both parties of this agreement.

**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

**ARTICLE III: EXTRA CONTRACT AGREEMENT (Con't)**

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**

The parties hereto agree that neither shall discriminate against any Officer because of his membership or non-membership in the Winslow Township Police Association, or because of race, creed, color or national origins and sex, or his participation in activities herein prescribed, nor discriminate against any member of the Winslow Township Police Association for an action involving his management duties, or his duties as a representative of the Winslow Township Police 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 set forth in Schedule Ref. "A" attached hereto. Said work schedule of days, hours and shifts shall continue for the duration of this contract unless otherwise amended by mutual consent of the Mayor and Township Committee and the WTPA.

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

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

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

A work schedule for the detectives in the Criminal Investigations Unit shall continue, which was effective December 1, 1987, as

Section 7. In the event an Officer is called back to work after he completed a shift by order of the Chief, the Officer shall receive payment at one and one-half times his average hourly rate for the number of hours which he was called back, but shall receive not less than two hours pay at straight time for said call back, unless such call back was necessitated as a result of the 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 his failure to secure evidence or complete forms, said Officer will receive only compensatory time for actual time to complete such documents on 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, within the Township. If an officer does not get a full 45 minutes lunch break, he shall not be entitled to overtime."

ARTICLE VI: RATES OF PAY

Section 1. Effective January 1, 1991 and continuing throughout the duration of this Agreement, the following salary schedule shall be in effect:

1992  
SALARY STRUCTURE

TIME	PATROLMAN	DETECTIVES
Beginning salary	\$24,454	
Beginning 2nd year	\$35,010	
Beginning 3rd year	\$37,645	
Beginning 4th year	\$37,903	
Beginning 5th year	\$38,159	\$40,038
Beginning 6th year	\$38,726	\$40,635
Beginning 8th year	\$39,307	\$41,236
Beginning 10th year	\$39,846	\$41,827
Beginning 12th year	\$40,426	\$42,434
Beginning 15th year	\$41,199	\$43,245
Beginning 18th year	\$41,972	\$44,035

1993  
SALARY STRUCTURE

TIME	PATROLMAN	DETECTIVES
Beginning salary	\$25,554	
Beginning 2nd year	\$36,585	
Beginning 3rd year	\$39,339	
Beginning 4th year	\$39,609	
Beginning 5th year	\$39,876	\$41,840
Beginning 6th year	\$40,469	\$42,464
Beginning 8th year	\$41,076	\$43,092
Beginning 10th year	\$41,639	\$43,709
Beginning 12th year	\$42,245	\$44,344
Beginning 15th year	\$43,053	\$45,191
Beginning 18th year	\$43,861	\$46,017
Beginning 20th year	\$44,519	\$46,707
Beginning 22nd year	\$45,186	\$47,407
Beginning 24th year	\$45,864	\$48,119
Beginning 26th year	\$46,552	\$48,840
Beginning 28th year	\$47,250	\$49,573

**ARTICLE IX: FUNERAL LEAVE**

A regular full-time Police Officer who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first one hundred twenty (120), hours following death. Not more than eight (8) hours per day will be paid under the provisions of this section. Notwithstanding the fact that only eight (8) hours of leave will be paid, the officer will be relieved from 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 or sister, father-in-law, mother-in-law, grandfather-in-law, grandmother-in-law, grandmother and grandfather, brother-in-law and sister-in-law.

In the event that a member of the Officer's family and/or his wife's family not herein above listed dies, and said Officer wishes to take funeral leave for the aforementioned purposes, said leave may be permitted with pay upon the approval of the Director of Public Safety.

**ARTICLE X: HOLIDAYS**

All Police Officers eligible shall receive holiday pay, 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 schedule work day after the holiday, unless said Officer 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, any Officers who are absent and receiving compensation or temporarily accident sickness benefits while under doctors care, for period not longer than fifty two, (52) continuous weeks. The days established hereunder as holidays are: New Year's Day, Martin Luther King's Birthday, Lincoln's Actual Birthday, Washington's Birthday (Presidents Day),

**ARTICLE XI: VACATION (Con't)**

There shall be one additional day of vacation per year for each year completed over five (5) years and up to fifteen (15) years, for a total of five (5) weeks vacation after fifteen (15) years of service and thereafter.

Unused vacation time shall be compensated dollar for dollar, if and only if, a written management determination prevents the use of the vacation time.

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

Section 1. Sick leave is defined as absence from duty of an 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 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 ( $\frac{1}{2}$ ) 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, payment shall be made at fifty percent (50%), up to a maximum of \$10,000.00

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. New hires 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 30 minutes from the beginning of his 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 this agreement.

Section 7. **NON-WORK RELATED INJURY** Effective January 9, 1992 in the event of nonwork 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 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 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 Police Officer who is required to receive medical treatment during his regularly scheduled working hours shall be paid for all actual time lost for the day to receive such treatment.

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

Section 12. There shall be no loss in seniority when an 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 percent major medical coverage and one hundred dollar 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 whereby the employee shall be responsible to pay the first \$2.00 for each 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 Officers absent due to sickness or injury but not more than twelve, (12), months from the date the absence, due to sickness or injury, first occurred.



**ARTICLE XIV: LIFE INSURANCE**

Each Officer employed by the Township for a period of no 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 Officers.

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

All required appearances by any Officer in the County, Superior, Grand Jury or any other court as well as the New Jersey State Department Division hearings, and further, and appearance by any Officer in the Municipal Court shall be so arranged that his appearance shall be during his working hours. Effective the date of signing this contract, if as a result of postponement or subpoena, it becomes necessary for the Officer to appear at a time other than his regularly scheduled hours, then he shall receive pay at the rate of time and one-half for his hourly rate, a minimum of four, (4), hours, for each court date appearance if he is not on duty, with the exception of Municipal Court or Juvenile Conference appearances for which there shall be overtime, at one and one half (1½) times actual time worked. The Chief or Director of Public Safety must approve all such court time and proof of all such above worked time shall be approved in writing, and signed by the Chief or Director of Public Safety. Upon written notice of stand-by subpoena, 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 Officer shall be called to testify he shall receive overtime pay, and no compensatory time, for said day, all in consideration should it not be a regularly scheduled shift.

**ARTICLE XVI: TRAVELING AND EXPENSE PAY**

In the event that it becomes necessary for an 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 uses his private automobile, said Police Officer shall

**ARTICLE XVII: EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS**  
**(CON'T)**

**Section 3.** In the event the Chief of Police, Director of Public Safety and 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 provided that the Township and Department agree upon the necessity for same, and agree upon who 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 Officers of the Department without the consent of the Department, shall be paid for at Township expense.

**Section 4.** College credits shall be payable at nine dollars, (\$9.00), per credit, not to exceed 120 credits or a total maximum payable of \$1,080.00. 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 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 an 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 prior to December 31, 1982, shall continue to be recognized.

**ARTICLE XX: DISCIPLINE AND TRAINING (CON'T)**

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

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

**Section 4.** No 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 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 officer. This shall not apply to an 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 signup sheet, for officers interested. Names of officers requesting and officers granted training will be posted on the roll call bulletin board.

**ARTICLE XXI: GRIEVANCES**

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

### ARBITRATION (CON'T)

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

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

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

### ARTICLE XXII: OUTSIDE EMPLOYMENT

Nothing herein contained shall serve to preclude an Officer from engaging in employment outside of his police duties, provided that the written approval, upon such application is given by, and at the discretion of the Director of Public Safety.

### ARTICLE XXIII: STRIKE AND LOCKOUTS

Section 1. The WTPA and its Officers, agents and members, as well as the patrolmen covered, hereby agree that there shall be no strikes, work stoppage, slowdowns, picketing, boycotts, or any sick outs and/or other interruptions or interference 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.

**ARTICLE XXVI: SENIORITY AND RANK (CON'T)**

divisional cut-back. Detectives have been and remain a separate rank, being higher than a Patrolman and lower than a Sergeant. (Example: In the event of a divisional cut-back for Detectives, the Detective(s) with the least time in said rank would revert to a Patrolman.) In the event of a layoff, the Officer(s) with the least time in service to the Township of Winslow, as a Police 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 cutbacks and/or layoffs.

**ARTICLE XXVII: BENEFITS, GENERAL**

Benefits provided under this agreement, relating to vacation, sick leave and holiday allowance shall be based on a 8 hour day; thus, all benefits will accumulate and be charged in hourly increments. For example, an officer will be entitled to 15 sick days time 8 hours a day for a total of 120 sick leave hours a year. Used sick leave shall be applied against those hours, so that an officer who is out sick on a 9 hour day, shall have 9 hours charged against the sick time.

**SCHEDULE "C"**  
**MINIMUM BASIC ISSUE**

The following Minimum Basic Issue of uniforms and equipment is hereby established for the Winslow Township Police Department:

1. Foul Weather Gear
  - A. Slush Boots
  - B. Rain Coat
  - C. Rain Cap Cover
  
2. Leather & Equipment
  - A. Shoes
  - B. Sam Browne Belt, shoulder Strap and Cuff Case
  - C. Service Revolver
  - D. Black-jack
  - E. Night-stick and holder
  - F. Name plate - two
  - G. Breast and hat badges - one of each
  - H. Wallet badge
  - I. Handcuffs
  - J. Holster
  
3. Riot Gear:
  - A. Riot Stick
  - B. Gas Mask
  - C. Helmet & Visor
  - D. Uniform - Class "C" - pants, shirt, jacket
  - E. Boots
  - F. Class "C" Cap
  
4. Uniforms
  - A. Winter - Class "A" - Cap Standard
    1. Uniform Caps - One complete with chin strap and visor strap
    2. Blouse coat - one
    3. Winter gloves

## DETECTIVE WORK SCHEDULE

The following criteria is set forth so as to establish the Schedule under which the Detectives of the Winslow Township Police Department shall work.

1. The Schedule which applies to Patrolmen shall also apply to Detectives, with the exceptions set forth herein.
2. When a Platoon is scheduled to work a midnight shift, the Detective normally assigned to that Platoon, will work an 8:00 am to 4:00 pm shift in lieu of said midnight shift and shall also be stand-by Detective for the midnight shift on that particular day.
3. If and when the squad day is involved, the 4 - 12 shift Detective will take stand-by between 12 midnight and 8:00 am the next day.

When a Detective is ordered, by the Chief of Police or his designee to stand-by on shifts, other than midnight to 8:00 am shifts, he shall receive a flat rate of four (4) hours compensatory time.

4. Whenever a Detective is called out anytime other than his scheduled work shift he shall receive overtime at  $1\frac{1}{2}$  times his regular pay for actual time worked.
5. The Township of Winslow reserves the right to require Detectives to return to Uniformed Patrolman Duty Status at any such time the Township considers same warranted.