

AGREEMENT

BETWEEN

THE TOWNSHIP OF WINSLOW

AND

WINSLOW TOWNSHIP POLICE ASSOCIATION

2003 - 2004 - 2005 - 2006

PATROL OFFICERS AND DETECTIVES

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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 Members of the Township Committee, hereinafter referred to as "the Township" or "the Township Committee" and the Winslow Township Police Association, on behalf of itself and its Members, being Patrol Officers and Detectives only, hereinafter called "WTPA".

**PREAMBLE**

The WTPA recognizes that the Township Committee must operate efficiently and economically for the benefit of its residents and taxpayers and provide proper police protection for the citizens of the Township of Winslow. The WTPA agrees that it will cooperate with the Township Committee to that end; and further that 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 AND AGENCY SHOP****Section 1.** Recognition

The Township Committee recognizes the WTPA as the sole collective bargaining agent with respect to hours, wages and other conditions of employment as spelled out in this Agreement for all Patrol Officers and Detectives employed by 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.

**Section 2.** Dues Deduction and Agency Shop

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

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

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk.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

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

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following

written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

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

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

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

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the

Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend 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; provided however, that nothing herein shall prevent an Officer, or the WTPA on behalf of an Officer or Officers from presenting his or her or their grievance(s) for the alleged violation of any articles or her 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**

Section 1. 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 or familial status or disability.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male pronoun is used, it shall be construed to include male and female employees.

Section 3. 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 set forth below.

The 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 0830 hours; 9.5 hour day; 4 days on-2 days off
- b. 0730 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

Said work schedule of days, hours and shifts shall continue for the duration of this Agreement unless otherwise amended by mutual consent of the Mayor and Township Committee and the W.T.P.A.

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 follows: The detectives in that unit shall work either a 4-12 or 8-4 shift, Monday through Friday, with weekends and holidays off. They will not be paid overtime on weekends if called out for duty while on standby status, unless called out for duty while on standby status during the 12-8 shift. Effective January 1, 2005, there shall be a minimum of two (2) hours overtime paid to Detectives in the event of a call-out to duty.

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 requested

by an individual Officer and said changes 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 worked up to the first two hours in any scheduled work week.

Overtime shall be paid based on actual time worked.

An Officer shall be at his assigned station by the commencement of his work shift.

Any approved compensatory time will be accrued at one and one-half (1½) of actual straight time worked upon written request and signed approvals. Compensatory time should be taken, upon approval, at a minimum of four (4) hours unless the member's immediate supervisor or division commander permits a lesser time increment. Compensatory time may be accrued up to, but not in excess of one hundred fifty (150) hours, including the two personal days, the 57 compensatory hours set forth below and any sick time conversion the officer receives.

All Members of Bargaining Unit shall be entitled to fifty-seven (57) hours of compensatory time off in recognition of the fact that said Officers' scheduled to work on holidays must work those holidays.

These compensatory hours cannot be carried over to subsequent years and are part of the one hundred fifty (150) hours set forth above.

Section 7. In the event an Officer is called back to work after the completion of a shift by order of the Chief, the Officer shall receive payment at one and one-half times his or her average hourly rate for the number of hours for which he or she was called back, but shall receive not less than two (2) 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 said 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 or secure 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.

Section 9. Overtime shall be distributed in accordance with the Township's "Equitable Distribution of Overtime Policy," made effective as of October 25, 2000.

**ARTICLE VI****RATES OF PAY**

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

BEGINNING JANUARY 1, 2003, there shall be a 3.5% across the board increase in the salary structure herein.

BEGINNING JANUARY 1, 2004, there shall be a 3.5% across the board increase in the salary structure herein.

BEGINNING JANUARY 1, 2005, there shall be a 3.5% across the board increase in the salary structure herein.

BEGINNING JANUARY 1, 2006, there shall be a 3.95% across the board increase in the salary structure herein.

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

(a) Effective January 1, 2003 all Officers subject to this Agreement shall mark their anniversary date of employment with the Township on January 1<sup>st</sup> of each year. Retroactive payments consistent with this Agreement have been provided in the salary structure set forth in Schedule "A" attached hereto. The salary Schedule implemented as of January 1, 2003 reflects a reduction in the number of steps required to reach the maximum salary step from twenty-five (25) steps to ten (10) steps. This salary Schedule shall apply to existing employees (including Patrol Officers and Detectives) and to employees hired on or after the ratification date of this Agreement (May 11, 2004), except as provided in Section 1(b)

below. Because of the impact of this salary compression, employees employed the day prior to the ratification of this Agreement, shall receive a service credit of 1.05 of the maximum salary step upon commencement of their twenty-third (23<sup>rd</sup>) year of service in the Police and Firemens' Retirement System ("PFRS"); a service credit of 1.075 of the maximum salary step upon commencement of their twenty-fourth (24<sup>th</sup>) year of service in PFRS; and shall receive a service credit of 1.10 of the maximum salary step upon commencement of their twenty-fifth (25<sup>th</sup>) year of service in PFRS and thereafter. The salary calculated after application of the service credits shall be considered the base salary for each effected employee.

(b) Employees hired on or after the date of ratification of this Agreement will not be eligible for the service credit steps described in Section 1(a) above.

Section 2. Officers' progressive rates shall begin on January 1 of each year, effective January 1, 2003, except that no period of valid suspension shall be included therein.

Section 3. The parties have agreed to the merging of Patrol Officers and Detectives for purposes of placement on the salary schedule attached hereto as Schedule "A".

Section 4. Effective January 1, 2006, Detectives assigned standby duty shall receive \$.50 per hour to the rate of \$3.50 per hour for assigned standby time and overtime for actual call out time. Actual call out time shall be from sign-in to sign-out time.

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

Officers assigned K-9 duty, of which harboring and keeping of said dog includes housing, care maintenance, boarding, feeding, grooming and any other time for services associated with dog care, shall receive \$2,500 per year, pro-rated daily in any instance where less than one year of service time for this purpose is provided. Payment for said service shall be made to said K-9 Officer in the first (1<sup>st</sup>) pay of December in the year of service rendered.

Section 5. Newly hired Police Officers or newly hired Officers with less than three (3) years of experience shall begin at the beginning salary rate set forth in Schedule "A".

Section 6. Any newly hired Officers with three (3) or more years of previous experience and certified by the Police Training Commission shall start at Step 2 as set forth in Schedule "A".

## ARTICLE VII

### TEMPORARY APPOINTMENTS

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 is reassigned back at the lower rank. Such assignments shall be done only by the Chief of Police, with the approval of the Director of Public Safety.

**ARTICLE VIII**

**PAY PERIODS**

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

**ARTICLE IX**

**FUNERAL LEAVE**

A. In the event of the death of a member of a regular full-time Police Officer's immediately family, the following leave of absence shall be granted:

1. Ten (10) working days off with pay shall be granted in the event of death of an Officer's spouse, child(ren) or step-child(ren).

2. Five (5) working days off with pay shall be granted in the event of death of an Officer's brother, sister, grandmother, grandfather, parent, step-parent or foster child(ren), mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather and spouse's step-parents.

3. One (1) working day off with pay shall be granted in the event of death of an Officer's aunt, uncle, spouse's aunt and spouse's uncle.

A regular full-time Police Officer who is excused from work because of death in his or her immediate family, as defined above, shall be paid at the regular rate of pay for the scheduled working hours missed. 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.

#### **ARTICLE X**

##### **MATERNITY LEAVE**

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 Officer 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 XI**

##### **HOLIDAYS**

The days established hereunder as holidays are: New Year's Day, Martin Luther King's Birthday, Lincoln's Actual Birthday, Washington's Birthday (President's Day), Good Friday, Memorial Day, Independence Day, Labor Day, General Election Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day and two Personal Days. Effective January 1, 2006, all Officers subject to this Agreement shall be granted an additional personal day, for a total of three (3) personal days per year. All holidays shall be observed on that day which is recognized on the National Calendar.

All Officers shall be eligible to receive holiday benefits, 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 Officer has

a bona fide medical reason for his absence on either working day prior to our subsequent to the said holiday. "Bona Fide Medical Reason" as above herein stated shall mean, the absence and receipt of compensation or temporary accident sickness benefits while under a doctor's care, for period not longer than fifty two (52) continuous weeks.

## **ARTICLE XII**

### **VACATION**

Section 1. All Officers shall be entitled to the following annual vacation with pay:

- a. All Officers who have up to one (1) year of 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, Officers shall receive twelve (12) vacation days at the employee's straight time rate of pay.
- c. All Officers who have five (5) years of continuous service shall receive three (3) weeks vacation at the straight time rate of pay.
- d. All Officers who have more than five (5) years of service shall receive one (1) additional day's vacation for each additional year of service over five (5) years, not to exceed five (5) additional days or four (4) weeks vacation after ten (10) years of service.

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

Section 2. Effective January 1, 2004, an Officer may carry over as many hours in vacation time as he or she is receiving pursuant to the contract for one (1) year, with a cap of two hundred (200) hours.

### ARTICLE XIII

#### 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 (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 seventy-five (75%) percent up to a maximum of \$25,000.00. This

Section will not apply to Officers who elect to participate in the bankable retainer program, as set forth in Article XIV, Section 6.

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

Section 5. SICK LEAVE: An Officer disabled by sickness while off duty and while employed by the Township, shall receive two thirds (2/3) of his straight time pay for not more than fifty-two (52) weeks, after twenty (20) days of such absence, for all time actually lost, save the first twenty (20) days. The Township shall only be obligated to pay the premium for disability coverage. The Officer shall cooperate in the processing of the insurance forms. Said benefit payments shall be governed by the standards of the New Jersey Temporary disability Law. If the Officer is totally and permanently

disabled, as determined under Federal Social Security Law, the payment shall cease as of the effective date of said determination.

Section 6. WORK RELATED DISABILITY: An Officer 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 time actually lost for not more than fifty two (52) weeks. Workers' Compensation benefits, to which the Officer is or may be entitled to, shall be credited dollar for dollar against this obligation. If the Officer is totally and permanently disabled as determined pursuant to 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. The Officer receiving this benefit shall cooperate in pursuing third party tort feasons, 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 the imposition of discipline up to and including dismissal.

Section 9. The Chief of Police and/or the Director of Public Safety shall require evidence in the form of a physician's certificate as to

the proof of disability or injury by the Officer involved and the estimated length of his or her 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 or her 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 or her 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 XIV**

##### **MEDICAL INSURANCE**

Section 1. After ninety (90) days of employment, certain medical, dental, prescription and hospitalization benefits as are 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 generic prescription covered under said plan and to pay the first \$5.00 for each brand-name 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 after twelve (12) months from the date the absence, due to sickness or injury, first occurred.

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

Section 3. If 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 XIV, Section 2 benefits come into operation for the officer as well as spouse and un-emancipated dependent children.

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 XIV, Section 5 benefits come into operation for the officer, as well as spouse and un-emancipated dependent children.

Section 4. The word "emancipated" and "un-emancipated" shall be defined consistent with 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 Board 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 a pending divorce complaint.

Section 5. Upon retirement, a member with 25 years full-time police service and his or her spouse, shall receive the same medical coverage in effect on the date of the member's retirement, 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 or 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 or 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%) percent retiree the family plan, in the event children have not gone beyond the age of coverage for same.

Section 6. Effective thirty (30) days after the date of execution of this Agreement, the Township shall establish a "bankable retainer fund" to provide a retiree with the funds to be used exclusively for the payment of the retiree's required thirty-five (35%) percent health insurance co-pay obligation. The deduction from the fund shall be pre-tax dollars. The Patrol Officers who forego the payment of their

accumulated sick leave, pursuant to Article XIII, Section 2 of this Agreement, upon retirement, may include up to seventy-five (75%) percent value of all their accumulated sick leave in the bankable retainer, up to a maximum of \$35,000.00. The \$35,000.00 can be supplemented through the use of an Officer's unused vacation and compensatory leave time. Employees who opt out of the retirement health program, or who pass away prior to exhaustion of the employee's bankable retainer fund, shall receive payment of all unexpended terminal leave payments (balances) to be paid to the employee or the employee's estate, except for sick leave which is above the maximum pay promised under Article XIII, Section 2.

Section 7. The Township shall provide the Patrol Officer with written notice of any changes to the medical insurance as it currently exists, as soon as practicable.

#### **ARTICLE XV**

##### **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 XVI**

##### **PAYMENT FOR REQUIRED COURT APPEARANCES**

All required appearances by any Officer in the Municipal, County, Superior, Grand Jury, Federal or any other court, as well as, the New Jersey State Department Division hearings, shall be so arranged that

his or her appearance shall be during working hours. If as a result of postponement or subpoena, it becomes necessary for the 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 for his or her hourly rate, but will be paid 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 times the 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 XVII**

##### **TRAVEL 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 Officer uses his or her private automobile, said Police Officer shall be entitled to

compensation for mileage at the rate allowable by the United States Internal Revenue Service. Daily meal allowance, when authorized by Chief of Police or the director Public Safety, shall not exceed \$15.00 per day. Receipts shall be required for reimbursement in all instances.

#### ARTICLE XVIII

##### EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS

###### Section 1.

(a) Effective January 1, 2003, each Officer, shall receive the sum of \$1,287.00, with the application of the Consumer Price Index (CPI) as calculated and published by the United States Department of Labor for the Southern New Jersey/Philadelphia metropolitan region for each subsequent year of the Agreement, on January 1<sup>st</sup> of each year to be utilized for the purpose of purchasing new or replacement clothing, maintenance of clothing and equipment as required.

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

(b) The initial clothing and equipment issue will be paid by the Township of Winslow.

Section 2. An annual inspection may be held by the Chief, with the approval of the Director of Public Safety to determine the necessity

of replacement of worn or damaged equipment or clothing. Said replacement shall be at the expense of the individual Officer.

Section 3. In the event that 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 those requirements must be agreed to by mutual consent by all parties concerned. Nothing in this Article shall be construed to affect the Township's management rights, nor 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 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 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 (\$9.00) dollars, 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 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 XIX**

##### **LIABILITY AND FALSE ARREST INSURANCE**

The Township agrees to cover all members of the Department 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 an Officer or a member of the Department is charged in any action of legal proceeding arising out of, or incidental to, the performance of his or her duties, the Township shall provide said member or Officer with necessary means for the defense of such action or proceedings, but not for the defense in a disciplinary proceeding instituted against him or her by the Township or any other governmental agency.

#### **ARTICLE XX**

##### **ACCRUAL OF BENEFITS**

In case of the death of any member of the Department, as covered herein, there shall be paid to his widow, beneficiary or 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 contained in this Agreement.

**ARTICLE XXI****DISCIPLINE AND TRAINING**

Section 1. No Officer shall be disciplined without reasonable cause. Any member of the Department may request a representative of his choosing to be present at any disciplinary proceeding, including the commencement thereof. Said representative, if desired, may be present prior to the commencement of such a proceeding.

Section 2. An Officer shall have the right to inspect his or her 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 of Police shall notify the individual Patrol 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, unless the Officer refuses to answer truthfully after consulting with, or waiving the right to seek, counsel. Nevertheless, a valid assertion of the Patrol Officer's right against self-incrimination under the Federal or State Constitution shall not be deemed insubordination.

Section 5. Reasonable notice of available training sponsored or offered by the Police Department shall be posted, along with a signup sheet, for Officers who may be interested. Names of Officers

requesting and officers granted training will be posted on the roll call bulletin board.

**ARTICLE XXII**

**GRIEVANCE PROCEDURE**

**Section 1.** Purpose

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of the workplace and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

b. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the W.T.P.A.

c. Any grievance may be raised by any employee, or by the W.T.P.A., or by the Township.

**Section 2.** Definition

Under this Agreement, the term "grievance" means any complaint, difference or dispute between the Township, any employee or the W.T.P.A. with respect to the interpretation, application, or violation of any of the provisions of this Agreement, or any applicable rule, regulations or policies, agreements or administrative decisions affecting any of the parties to this Agreement.

**Section 3.** Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent, and is reduced to writing and signed all parties to the grievance.

Step One

(a) Any party to this Agreement, or person covered by this Agreement, wishing to institute action, under the provisions hereof, shall do so within ten (10) scheduled working days after the event giving rise to the grievance has occurred, by filing his or her grievance in writing with the Captain of the Division under which the employee is assigned, on a form provided by the W.T.P.A. The Captain, or his or her designee, shall make an earnest effort to settle the differences raised in the grievance. The aggrieved party's failure to file his or her grievance in writing within ten (10) scheduled working days shall be deemed to constitute an abandonment of the grievance.

(b) The Captain, or his or her designee, shall review the matter and shall render a written decision within ten (10) working days after receipt of the grievance. Failure by the Captain, or his or her designee, to render such written decision with the time provided shall be deemed a denial of the grievance.

Step Two

(a) In the event the grievance is not settled at Step One, the aggrieved party may present the grievance in writing to the Chief of Police or his or her designee within five (5) calendar days of the date of the Step One determination.

(b) The Chief of Police, or his or her designee shall review the matter and shall render a written decision on the matter within five (5) working days from the receipt of the grievance. Failure by the Chief of Police or his or her designee to render such written decision within the time provided shall be deemed a denial of the grievance.

#### Step Three

(a) In the event the grievance has not been resolved through Step Two, the aggrieved party shall present the grievance in writing to the Director of Public Safety or his or her designee, within five (5) working days of the date of the Step Two determination.

(b) The Director of Public Safety or his or her designee shall review the matter and shall render a written decision within fifteen (15) working days of receipt of the grievance. Failure by the Director of Public Safety or his or her designee to render such written decision within the time provided shall be deemed a denial of the grievance.

#### Step Four

(a) If the grievance is not settled by Step Three, then the following procedure shall apply:

The aggrieved party shall within ten (10) working days following the Step Three determination, submit the matter to the Public Employment Relations Commission for binding arbitration.

(b) Binding arbitration shall be as follows:

(i) An Arbitrator shall be selected pursuant to the Rules of the Public Employment Relations Commission.

(ii) The Arbitrator shall be bound by the parameters of the grievance definition stated in this Agreement, and the Arbitrator shall be bound by the provisions of this Agreement in making a determination on the grievance. 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 a written decision, the Arbitrator shall determine first whether the grievance presents an arbitral question, then issue findings of fact, and then issue a rationale for the determination made.

(iii) The decision of the Arbitrator shall be final and binding upon the parties, unless the Arbitrator's decision is outside the bounds of the Agreement.

(iv) The costs of the services of the Arbitrator shall be borne equally by all parties to the grievance. Any other expenses, including but not limited to presentation of witnesses and evidence, shall be paid by the party incurring same.

#### **ARTICLE XXIII**

##### **OUTSIDE EMPLOYMENT**

Nothing herein 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 Chief of Police.

**ARTICLE XXIV****STRIKE AND LOCKOUTS**

Section 1. The W.T.P.A. and its Officers, agents and members, as well as the Officers covered herein, hereby agrees that there shall be no strikes, work stoppages, slowdowns, picketing, boycotts, sick outs, extraordinary working to rule and/or other interruptions or interference with the Township business effecting Police Department or any other Township operation during the term of this Agreement.

Section 2. The Township agrees that there will be no lockouts during the term of this Agreement.

Section 3. In the event of a strike, work stoppage, slowdown, picketing, boycotts, sick out, extraordinary working to rule, and/or any other interruption or interference with Township business effecting Police Department or any other Township operation, any party to this Agreement may seek any remedy available to it pursuant to the laws of the State of New Jersey.

Section 4. Discharge and/or other disciplinary action imposed by the Chief of Police and/or his or her designee for any violation of this Article shall not be subject to the grievance procedure set forth in Article XXII of this Agreement, except as to the sole question of whether the affected Officer, in fact, violated the Section at issue.

**ARTICLE XXV****DURATION**

This Agreement shall be in force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2006,

without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days and not 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**

##### **SEVERABILITY 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 Agreement, notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement. A ninety (90) 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.

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

**ARTICLE XXVII****SENIORITY AND RANK**

In the event of a layoff, the Officer(s) with the least time in service to the Township of Winslow, as a Police Officer, will be laid off first. Where there is equal time in service, divisional cutbacks and/or layoffs shall be determined by length of time accumulated in the Police and Fire Retirement System.

The Township shall have the right to discontinue the permanent assignment of Police Officers to the Detective Bureau. All currently assigned Police Officers to the Detective Bureau shall continue to receive the current Detective salary differential if their assignment to the Detective bureau is discontinued. The Chief of Police shall have the right to assign Police Officers to the Detective Bureau for such periods of time, as the Chief deems appropriate without change in compensation.

**ARTICLE XXVIII****GENERAL PROVISIONS**

Benefits provided under this Agreement, relating to vacation, sick leave and holiday allowance shall be based on an eight (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 times eight (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 nine (9) hour day, shall have nine (9) hours charged against the sick time.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Winslow Township Police  
Association Representatives

Winslow Township

\_\_\_\_\_  
Stephen B. Hunter, Esquire

\_\_\_\_\_  
Sue Ann Metzner, Mayor

\_\_\_\_\_  
Ronald Eaton

\_\_\_\_\_  
James W. Burns, Esquire

\_\_\_\_\_  
David Fanslau  
Business Administrator

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