

1344

AGREEMENT

THIS AGREEMENT, dated this 3rd day of March 1999, 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 "Township" and the Winslow Township Police Association, on behalf of itself and its Members, being Sergeants 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, 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 DEDUCTION AND AGENCY SHOP

(a) 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 Sergeants employed in the Winslow Township Police Department.

(b) Dues Deduction and Agency Shop

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, due 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 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 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 1st and July 31st 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

practice; 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 WTPA 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

(a) There shall be no discrimination by the Township or the Association against any employee on account of race, age, color, creed, sex, national origin, political affiliation, or handicap status.

(b) All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

(c) There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or nonmembership 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 this Association.

ARTICLE V

HOURS OF EMPLOYMENT, WORK SCHEDULE AND OVERTIME

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 in Schedule "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 work schedule implemented effective December 1, 1987 is recognized. This work schedule is broken down into a five platoon systems, 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 days; 4 days one - 3 days off

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

Section 3. The Chief of Police, with the approval of the Director of Public Safety shall assign Sergeants 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 Sergeant, 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 Sergeant and said change would result in premium overtime payment, said Sergeant 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 Sergeant'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.

A Sergeant shall be at his assigned station by the commencement of his work shift.

Any approved compensatory time will be taken off at one and one half (1 and 1/2) 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 (100) hours.

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.

Section 7. In the event of Sergeant is called back to work after he completed a shift by order of the Chief, the Sergeant shall receive payment at one and one-half (1-1/2) 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 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 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 Sergeant 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 a Sergeant 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, 1997 and continuing throughout the duration of this Agreement, the following salary schedule shall be in effect:

BEGINNING JANUARY 1, 1997. There shall be a 3.25% increase, across the board and is provided in the salary structure herein.

BEGINNING JANUARY 1, 1998. There shall be a 3.25% increase across the board and is provided in the salary structure herein.

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1997

SALARY STRUCTURE

<u>TIME</u>	<u>SERGEANTS</u>
Beginning 1st thru 5th year	\$51,525
Beginning 6th year	\$52,283
Beginning 8th year	\$53,042
Beginning 10th year	\$53,798

Beginning 12th year	\$54,605
Beginning 14th year	\$56,824
Beginning 16th year	\$57,675
Beginning 18th year	\$58,542
Beginning 20th year	\$59,419
Beginning 22nd year	\$60,311
Beginning 23rd year (Prior to five years as a Sergeant with Winslow Township)	(\$60,311)
Beginning 23rd year (After five years as a Sergeant with Winslow Township)	(\$63,011)
Beginning 24th year (Prior to five years as a Sergeant with Winslow Township)	\$61,216
Beginning 24th year (After five years as a Sergeant with Winslow Township)	(\$63,916)
Beginning 26th year (Prior to five years as a Sergeant with Winslow Township)	\$62,133
Beginning 26th year (After five years as a Sergeant with Winslow Township)	(\$64,833)
Beginning 28th year (Prior to five years as a Sergeant with Winslow Township)	\$63,064
Beginning 28th year (After five years as a Sergeant with Winslow Township)	(\$65,764)

1998

SALARY STRUCTURE

<u>TIME</u>	<u>SERGEANTS</u>
Beginning 1st thru 5th year	\$53,200
Beginning 6th year	\$53,982
Beginning 8th year	\$54,766
Beginning 10th year	\$55,546
Beginning 12th year	\$56,380
Beginning 14th year	\$58,671
Beginning 16th year	\$59,549
Beginning 18th year	\$60,445
Beginning 20th year	\$61,350
Beginning 22nd year	\$62,271
Beginning 23rd year (Prior to five years as a Sergeant with Winslow Township)	\$62,271
Beginning 23rd year (After five years as a Sergeant with Winslow Township)	(\$65,058)

Beginning 24th year (Prior to five years as a Sergeant with Winslow Township)	\$63,206
Beginning 24th year (After five years as a Sergeant with Winslow Township)	(\$65,993)
Beginning 26th year (Prior to five years as a Sergeant with Winslow Township)	\$64,152
Beginning 26th year (After five years as a Sergeant with Winslow Township)	(\$66,940)
Beginning 28th year (Prior to five years as a Sergeant with Winslow Township)	\$65,114
Beginning 28th year (After five years as a Sergeant with Winslow Township)	(\$67,901)

1999

SALARY STRUCTURE

<u>TIME</u>	<u>SERGEANTS</u>
Beginning 1st thru 5th year	\$54,929
Beginning 6th year	\$55,736
Beginning 8th year	\$56,546
Beginning 10th year	\$57,351
Beginning 12th year	\$58,212
Beginning 14th year	\$60,578
Beginning 16th year	\$61,484
Beginning 18th year	\$62,409
Beginning 20th year	\$63,344
Beginning 22nd year	\$64,295
Beginning 23rd year (Prior to five years as a Sergeant with Winslow Township)	\$64,295
Beginning 23rd year (After five years as a Sergeant with Winslow Township)	(\$67,172)
Beginning 24th year (Prior to five years as a Sergeant with Winslow Township)	\$65,260
Beginning 24th year (After five years as a Sergeant with Winslow Township)	(\$68,138)
Beginning 26th year (Prior to five years as a Sergeant with Winslow Township)	\$66,237
Beginning 26th year (After five years as a Sergeant with Winslow Township)	(\$69,116)

Beginning 28th year (Prior to five years as a Sergeant with Winslow Township)	\$67,230
Beginning 28th year (After five years as a Sergeant with Winslow Township)	(\$70,108)

RATES OF PAY (cont'd)

Sergeants assigned standby duty shall receive \$.50 per hour to the rate of \$2.50 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 per hour for third (3rd) shift and 5% of base pay for the first (1st) shift, payable on the first pay of December.

Section 2. Police Sergeants progressive rates shall begin on the anniversary date of his hire, except that no period of valid suspension shall be included therein.

Section 3. All employees covered by the salary schedule herein, shall move to step 23 of the applicable Salary Guide after completing 22 years of credible service in the PFRS Retirement System, even though the employee's years of service in Winslow Township may be less, provided that the employee has five full years of employment as a Sergeant in Winslow Township.

Section 4. All existing Sergeants, as of the date of this contract, shall be deemed to have five years of employment as a Sergeant in Winslow Township.

Section 5. Any officer promoted to the rank of Sergeant or newly employed as a Sergeant after the date of this agreement, shall be subject to the provisions of Article VI, Section 3.

Section 6. Newly hired Police Officers or newly hired Officers with less than three years of experience shall begin at the "0 to 1 year" hiring rate.

Section 7. Any newly hired Officers with three or more years of previous experience and certified by the Police Training Commission shall start at the "1 to 2 year" rate.

ARTICLE VII

TEMPORARY APPOINTMENT

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 shall continue on the same basis until notification of any changes are posted for a period of two (2) weeks.

ARTICLE IX

FUNERAL LEAVE

A regular full-time Sergeant 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 Sergeant 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 Sergeant'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 Chief of Police with approval of Director of Public Safety.

ARTICLE X

HOLIDAYS

All Sergeants 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 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, any Sergeants who are absent and receiving compensation or temporarily accident sickness benefits while under doctor's 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), Good Friday, Memorial Day, Independence Day, Labor Day, General Election Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and two Personal Days. All holidays shall be observed on that day which is recognized on the National Calendar.

Sergeants for whom a holiday is a normally assigned work day and who works said holiday will receive time and one-half salary for hours worked; and, in addition, the employee will receive a holiday allowance of eight hours holiday pay to which he is entitled. Total pay for such days worked shall be two and one-half times his hourly rate including his salary.

Employees for whom the holiday is not a normally assigned work day and do not work on the holiday will receive a holiday allowance of eight hours straight time.

All holiday pays shall be included in the next payroll period.

ARTICLE XI

VACATION

All Sergeants who have one (1) year of service but not more than two (2) years shall receive one (1) week paid vacation at the straight time rate of pay. All Sergeants who have from two (2) to five (5) years of service shall receive two (2) weeks vacation at the straight time rate of pay. All Sergeants who have five (5) years of service shall receive three (3) weeks vacation at the straight time rate of pay. The weekly pay is forty (4) hours at the appropriate hourly pay. (Hourly rate is annual base salary - 2080 hours).

A member may accumulate up to 40 hours vacation time to be carried into the next year, provided that a member cannot accumulate more than 40 hours from year to year. Unused vacation time in excess of 40 hours shall be compensated dollar for dollar if, and only if, a written management determination prevents the use of vacation time.

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 a Sergeant 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 Sergeant shall be entitled to one hundred twenty (120) hours of sick leave.

Section 2. Any sick time not used during any calendar year may be taken as compensatory time off at one-half (1/2) the number of hours accumulated subject to management approval in regard to adequate staffing. The compensatory time must be used in the year after accumulation. Sick time not used and not taken as compensatory time shall accumulate after January 1, 1989 until retirement in good standing. Effective January 1, 1998 upon retirement in good standing, payment shall be made at seventy-five (75%) percent, up to a maximum of \$20,000.00.

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 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 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. A Sergeant disabled by sickness while off duty and while employed by the Township, shall receive two-thirds (2/3rds) of his straight 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 Sergeant shall cooperate in the processing of insurance forms. Said benefit payments shall be governed by the standards of the New Jersey Temporary Disability Law. If the Sergeant is totally and permanently disabled, under Federal Social Security Law, the payment shall cease as of the effective date of said determination.

Section 6. WORK RELATED DISABILITY. 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 time actually lost for not more than fifty-two (52) weeks. Workmen's compensation benefits, to which the Sergeant is or may be entitled to, shall be credited dollar for dollar against this obligation. If the Sergeant is totally and permanently disabled under Federal Social Security Law or New Jersey Worker's Compensation Law, this payment shall cease as of the effective date of such determination. Any amount paid by the Township, under this section, shall become part of the Township's Worker's Compensation lien as against third party tortfeasors. The Sergeant receiving this benefit shall cooperate in pursuing third party tortfeasors, if the Township is acting pursuant to N.J.S.A. 34:15-40.

Section 7. NON-WORK RELATED INJURY. In the event of 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 Sergeant 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 Sergeant 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 Sergeant 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 a Sergeant 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 Sergeants. The prescription plan shall be a \$2.00 co-pay for generic named drugs and a \$5.00 co-pay for brand

named drugs. Each Sergeant will receive a copy of his coverage from the insurance carrier spelling out the benefits. Premiums will be paid for all Sergeants 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.

Section 2. If a Sergeant is killed in the line of duty, medical, dental, prescription and hospitalization coverage shall be carried for his/her surviving spouse and unemancipated children. This benefit for a surviving spouse shall cease when a) the surviving spouse remarries, b) the surviving spouse becomes eligible for medicare, 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 a Sergeant become totally and permanently disabled as determined by the New Jersey Police and Fireman Pension System because of traumatic injury or illness occurring in the line of duty, Article XIII, Section 2 benefits come into operation for the Sergeant as well as spouse and unemancipated dependent children.

If a Sergeant becomes totally and permanently disabled as determined by the New Jersey Police and Fireman 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 Sergeant as well as spouse and unemancipated dependant children.

Section 4. The words "emancipated" and "unemancipated" shall be defined as defined in the matrimonial law of the State of New Jersey. The phrase, "totally and permanently disabled" shall mean a determination either by the New Jersey Worker's Compensation 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, as the time of death there is pending a divorce complaint.

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 retirement, at a co-pay rate of 65 percent Township and 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/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 65 percent Township and 35 percent

retiree the family and in the event children have not gone beyond the age of coverage for same. This section is effective January 1, 1996.

ARTICLE XIV

LIFE INSURANCE

Each Sergeant 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 Sergeants.

ARTICLE XV

PAYMENT FOR REQUIRED COURT APPEARANCE

All required appearances by any Sergeants 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 Sergeant 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 Sergeant 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 (1-1/2) 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, 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 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 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 said Sergeants 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 Chief of Police or the Director of Public Safety, shall not exceed \$15.00 per day. Receipts shall be required for reimbursement in all instances.

ARTICLE XVII

EQUIPMENT, CLOTHING ALLOWANCE AND COLLEGE CREDITS

Section 1.

(a) Each Sergeant shall receive the sum of \$1,000.00 on each anniversary of his employment to be utilized for the purpose of purchasing new or replacement clothing, maintenance of clothing and equipment as required and set forth in Schedule "B" attached hereto. The required clothing and equipment as outlined in Schedule "B" shall not be added to, or altered by, the Chief or Director of Public Safety throughout the duration of this Agreement. In the event that it becomes necessary to add or alter said lists of required clothing and/or equipment, any additional items or alternate items required by the Chief and/or Director of Public Safety shall be purchased for each Sergeant 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 of Police to determine the necessity of replacement of worn or damaged equipment or clothing. Said replacement shall be at the expense of the individual Sergeant.

Section 3. In the event the Chief of Police, Public Safety Director and Sergeants 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 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.

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 Sergeant enrolls in an accredited college. The

credits may be approved after completing the Police Academy and those college credits earned in the academy have been accepted by said college and applied to one of the two aforementioned matriculated curricula. Sustained enrollment is not required. This means that payment for approved college credits will continue even after graduation and/or in the event a Sergeant fails to satisfy the degree requirement. This does not mean that a curricula may be changed from one of the required courses of study to some other non-approved college major. All college credits previously recognized, accepted and paid for by the Township shall continue to be recognized.

ARTICLE XVIII

LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all 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 Sergeant 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 said 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 XIX

ACCRUAL OF BENEFITS

In case of the death of any Sergeant 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 herein contained above.

ARTICLE XX

DISCIPLINE AND TRAINING

Section 1. No Sergeant of the Department 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, shall be available immediately at that time.

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.

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

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 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. A valid claim of self incrimination under the Federal or State Constitution shall not be deemed insubordination.

Section 5. Reasonable notice of available training sponsored or offered by police department shall be posted, along with a sign up sheet, for Sergeants interested. Names of Sergeants requesting and Sergeants 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:

Step A. The WTPA representative, the aggrieved party(s) and the Chief of Police or his designee, shall within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the WTPA shall furnish a written statement of the grievance to the Chief on a form provided by the WTPA. The Chief or his designee, and the WTPA 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 five (5) working days of their meeting.

Step B. The Director of Public Safety shall conduct a hearing no later than fifteen (15) working days from the receipt

of said findings, conclusions and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the WTPA 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 five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties. The matter shall be considered settled unless within thirty (30) days, of the receipt of the written disposition the aggrieved requests, in writing, signed by the aggrieved and the representative of the WTPA to proceed to arbitration.

ARBITRATION

Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator by either party.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the 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 a Sergeant from engaging in employment outside of his police duties, provided that the written approval, upon such application is given pursuant to the Department's Code of Conduct.

ARTICLE XXIII

STRIKE AND LOCKOUTS

Section 1. The WTPA and its Officers, agents and members, as well as the Sergeants 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.

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 Sergeants, in fact, violated this provision.

ARTICLE XXIV

DURATION

This Agreement shall be in force and effect as of January 1, 1997 and shall remain in effect to and including December 31, 1999, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. A status session will be held during September, 1999.

ARTICLE XXV

SUBSEQUENT LAWS AND APPLICABILITY

If any provisions of this Agreement, is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or Ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this item notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement. A one-hundred and twenty (120) day notice shall be given to the Township Committee prior to the end of this Agreement requesting certain changes or modifications which shall be in writing. If no notice is given, the contract shall expire on the expiration date of this Agreement.

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 XXVI

SENIORITY AND RANK

Seniority shall be based on actual time in service in the Department for job security. Time in rank shall determine which officer would revert back to a previous rank in the event of a divisional cut-back. 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 eight (8) hour day; thus, all benefits will accumulate and be charged in hourly increments. For example, a Sergeant will be entitled to fifteen (15) sick days time eight (8) hours a day for a total of one hundred and twenty (120) sick leave hours a year. Used sick leave shall be applied against those hours, so that a Sergeant 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 3rd day of March, 1999.

FOR THE WTPA/SERGEANTS:

ANTONIO ORTIZ

[Signature]
Winslow Township Police
Association Representatives

FOR THE TOWNSHIP COMMITTEE:

[Signature]
Sue Ann Metzner, Mayor
Township of Winslow

[Signature]
Sgt. JOHN WOOD

[Signature]
Ronald C. Nunnenkamp, RMC
Township Clerk/Administrator

