

#1344

AGREEMENT

BETWEEN

THE TOWNSHIP OF WINSLOW

AND

WINSLOW TOWNSHIP POLICE ASSOCIATION

1997 - 1998 - 1999

PATROLMAN AND DETECTIVES

04/01/98

Execution Draft

AGREEMENT

THIS AGREEMENT, dated this 4th day of May, 1998, 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 Patrolman 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, 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

(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 Patrolman and Detectives employed in the Winslow Township Police Department, excluding supervisory personnel or employees determined by the New Jersey Employer-Employee Relations Act, Chapter 303 and the Public Employment Relations Commission, to have such a substantial conflict of interest, both actual and potential, with rank and file Police Officers, so as to preclude their inclusion within the same bargaining unit.

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

(b) 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 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 practices; and, otherwise generally to manage the Department, to obtain and maintain full operating efficiency and optimum public protection and direct the Police Department, except as expressly modified or restricted by this Agreement; however, that nothing herein shall prevent an Officer, or the WTPA on behalf of an Officer or Officers from presenting his or their grievance(s) for the alleged violation of any articles or specific terms of this Agreement.

ARTICLE III

EXTRA CONTRACT AGREEMENT

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

ARTICLE IV

NONDISCRIMINATION

- "A. There shall be no discrimination by the Township or the Association against an employee on account of race, age, color, creed, sex, national origin, political affiliation, or handicapped status.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representative 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 in Schedule Ref. "A" attached hereto. Said work schedule of days, hours and shifts shall continue for the duration of this contract unless otherwise amended by mutual consent of the Mayor and Township Committee and the WTPA.

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

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

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

A work schedule for the detectives in the Criminal Investigations Unit shall continue, which was effective December 1, 1987, as 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 holidays or weekends if called out for duty while on a standby status. They will continue to be entitled to overtime for being called out for duty while on standby status during the 12-8 shift.

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 change would result in premium overtime payment, said Officer shall waive his entitlement to premium overtime payment.

Section 5. All hours of work shall be in compliance with State and Federal Laws.

Section 6. All assigned hours worked in and for the Township in addition to scheduled days, hours and shifts shall be at the rate of time and one-half of the Officer's hourly rate for all assigned time worked inn 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 taken off at one and one half (1 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.

Section 7. In the event an Officer is called back to work after he completed a shift by order of the Chief, the Officer shall receive payment at one and one half times his average hourly rate for the number of hours which he was called back, but shall receive not less than two hours pay at straight time for said call back, unless such call back was necessitated as a result of the Officer's failure to perform necessary and required duties such as completion of necessary documents, or securing of evidence. In the event and Officer is called back to work as a result of his failure to secure evidence or complete forms, said Officer will receive only compensatory time for actual time to complete such documents on securing evidence, provided that every effort will be made by the Chief to have the Officer perform such duties without the necessity of a call back.

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

Township. If an Officer does not get a full 45 minutes lunch break, he shall not be entitled to overtime.

Section 9. Overtime shall be distributed in accordance with an "Equitable Distribution of Overtime Policy" annexed hereto as Exhibit "A".

ARTICLE VI

RATES OF PAY

Section 1. Effective January 1, 1997 and continuing throughout the duration of this Agreement, the following salary increases shall be made:

Effective January 1, 1997	3.0 %
Effective July 1, 1997	.5 %
Effective January 1, 1998	3.0 %
Effective July 1, 1998	.5 %
Effective January 1, 1999	3.0 %
Effective July 1, 1999	.5 %

Section 2. Effective May 1, 1997, the following Salary Schedule shall apply to all new hires:

Beginning Salary:	\$29,000
After One Year of Service	33,500
After Two Years of Service	38,000

The above salaries shall be increased by the applicable salary increases referred to in Section 1 which occur subsequent to May 1, 1997.

Upon the completion of three full years of service, the employee shall move to the step currently designated as "beginning second year". The employee then shall proceed through the Salary Guide

Section 3. The parties have agreed to the merging of Patrolman and Detective guides which merged guides will be applicable to all Patrolman employed within the Department as of April 30, 1997. For new hires; i.e. those Officers hired after May 1, 1997 the prescriptions of Section 2 above shall be applicable. The salary guides for years 1997, 1998 and 1999 for incumbent Officers appear as Addenda A, B and C respectively.

Annexed hereto are Addenda A-1, A-2 and A-3 that are prepared to establish the salary status of any Detective appointed as a Detective prior to January 1, 1997 who subsequently, is reassigned to a Patrolman position. The agreement of the Township to maintain the Detective salary differential has required the preparation of separate salary guides for the Detectives during the term of this agreement as set forth in Addenda A-1, B-1 and C-1.

Section 4. Detectives 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 for third (3rd) shift and 5% of base pay for first (1st) 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 \$1,000 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 (1st) pay of December in the year of service rendered.

Section 5. Police Officers' progressive rates shall begin on the anniversary date of his hire, except that no period of valid suspension shall be included therein.

All employees covered by the annexed Salary Guides shall move to step 23 of the applicable Salary Guide after completing twenty-two (22) years of creditable service in the PFRS Retirement System (even through the employee's years of service at Winslow Township may be less).

Section 6. Newly hired Police Officers or newly hired Officers with less than three (3) years of experience shall begin at the beginning salary rates specified in Section 2 of this Article.

Section 7. Any newly hired Officers with three (3) or more years of previous experience and certified by the Police Training Commission shall start at the "After one (1) Year of Service" rate specified in Section 2 above.

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 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 Police Officer who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first one hundred twenty (120) hours following death. Not more than eight (8) hours per day will be paid under the provisions of this section. Notwithstanding the fact that only eight (8) hours of leave will be paid, the officer will be relieved from duty for his entire work day when taking funeral leave.

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

In the event that a member of the Officer's family and/or his wife's family not herein above listed dies, and said Officer wishes to

take funeral leave for the aforementioned purposes, said leave may be permitted with pay upon the approval of the Director of Public Safety.

ARTICLE X

HOLIDAYS

All Police Officers eligible shall receive holiday pay, as follows for the holidays hereinafter named, provided that they have been employed by the Township for a period of ninety (90) continuous working days immediately prior to the holiday and the scheduled work day after the holiday, unless said Officer has a bona fide medical reason for his absence on either working day prior to or subsequent to the said holiday. "Bona Fide Medical Reason" as above herein stated shall mean, any Officers who are absent and receiving compensation or temporarily accident sickness benefits while under doctors care, for period not longer than fifty two (52) continuous weeks. The days established hereunder as holiday 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.

Officers 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 Officers who have one, (1) year of service but not more than two (2) years shall receive one, (1) week paid vacation at the straight time rate of pay. All Officers who have from two (2) to five (5) years of service shall receive two (2) weeks vacation at the straight time rate of pay. All Officers 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 (40) hours at the appropriate hourly pay. (Hourly rate is annual base salary divided by 2080 hours).

A member may accumulate up to eighty (80) hours vacation time to be carried into the next year. A member cannot accumulate more than eighty (80) hours from year to year. Unused vacation 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 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 \$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 in within thirty (30) 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, 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 under Federal Social Security Law or New Jersey Worker's Compensation Law, this payment shall cease as of the effective date of such determination. Any amount paid by the Township, under this section, shall become part of the Township's Worker's Compensation lien as against third party tort feasons. 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 dismissal.

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

Section 10. Any Police Officer who is required to receive medial treatment during his regularly scheduled working hours shall be paid for all actual time lost for the day to receive such treatment.

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

Section 12. There shall be no loss in seniority when an officer is out from work, temporarily, as a result of injury or illness.

ARTICLE XIII

MEDICAL INSURANCE

Section 1. After ninety (90) days of employment, certain medical, dental, prescription and hospitalization benefits in effect, including one hundred percent major medical coverage and one hundred dollar deductible for major medical benefits for a period of three hundred sixty five (365) days, shall be provided by a private insurance carrier and premiums paid for by the Township for all employees. The prescription plan shall be a \$2.00 co-pay plan whereby the employee shall be responsible to pay the first \$2.00 for each prescription covered under said plan. Each employee shall receive a copy of his coverage from the insurance carrier spelling out the benefits. Premiums will be paid for all Officers absent due to sickness or injury but not more than twelve, (12) months from the date the absence, due to sickness or injury, first occurred. Effective as soon as practicable after the signing of this Agreement, the Prescription Co-Payment shall become \$2.00 for Generic Drugs and \$5.00 for Brand Name Drugs.

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 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 an Officer becomes totally and permanently disabled as determined by the New Jersey Police and Fireman Retirement System because of a traumatic injury or illness occurring in the line of duty, Article XIII, Section 2 benefits come into operation for the officer as well as spouse and unemancipated dependent children.

If an officer 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 officer as well as spouse and unemancipated dependent children.

Section 4. The word "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, at the time of death there is pending a divorce complaint.

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

ARTICLE XIV

LIFE INSURANCE

Each Officer employed by the Township for a period of no less than ninety (90) days shall be covered by life insurance provided, and premiums paid for, by the Township. Said life insurance shall be in the amount of \$10,000.00, double indemnity, and a copy of the pertinent policies shall be available to the Officers.

ARTICLE XV

PAYMENT FOR REQUIRED COURT APPEARANCES

All required appearances by any Officer in the County, Superior, Grand Jury or any other court as well as the New Jersey State Department Division hearings, and further, and appearance by any Officer in the Municipal Court shall be so arranged that his appearance shall be during his working hours. Effective the date of signing this contract, if as a result of postponement or subpoena, it becomes necessary for the Officer to appear at a time other than his regularly scheduled hours, then he shall receive pay at the rate of time and one-half for his hourly rate, a minimum of four (4) hours, for each court date appearance if he is not on duty, with the exception of Municipal Court or Juvenile Conference appearances for which there shall be overtime, at one and one half (1 1/2) times the actual time worked. The Chief or Director of Public Safety must approve all such court time and proof al all such above worked time shall be approved in writing, and signed by the Chief or Director of Public Safety. Upon written notice of stand-by-subpoena, Officers are to receive four (4) hours compensatory time for each day they are required to be on stand-by or call, except that on the day the Officer shall be called to testify he shall receive overtime pay, and no compensatory time for said day, all in consideration should it not be a regularly scheduled shift.

ARTICLE XVI

TRAVELING AND EXPENSE PAY

In the event that it becomes necessary for an Officer to travel outside of the Township on official business required by the Department or while attending recognized in-residence police schools or other travel required and approved by the Township Committee and Director of Public Safety, said Police Officer shall be paid incurred expenses, and in the event that the said Police Officer uses his private automobile, said Police Officer shall 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 Officer, including Detectives, 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. Effective January 1, 1998, the Clothing Allowance shall be \$1,050 on each anniversary of his employment. Effective January 1, 1999, the Clothing Allowance shall be \$1,100 on each anniversary of his employment. The required clothing and equipment list

as contained 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 alternative items required by the Chief and/or Director of Public Safety shall be purchased for each 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 the Chief of Police, Director of Public Safety and Officers of the Department agree that additional clothing and/or equipment is necessary for the efficient and economical operation of the Department, then the attached Schedule must be amended by mutual consent by all the parties concerned. Nothing in this Article shall be construed to prohibit the purchase of additional equipment and/or clothing provided that the Township and Department agree upon the necessity for same, and agree upon who shall be responsible for the purchase of said additional items which may in the future be required by the Director of Public Safety and Chief of Police. Any such items which are added to the list to be required as standard uniform for the Officers of the Department without the consent of the Department, shall be paid for at Township expense.

Section 4. College credits shall be payable at nine (\$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 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 members of the Department with false arrest and liability insurance in the amount of \$300,000 per person with a \$300,000 general aggregate coverage. In addition, whenever a member or an Officer of the Department is charges 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 member or officer with necessary means for the defense of such action or proceedings, but not for his defense in a disciplinary proceeding instituted against him by the municipality or any other governmental agency.

ARTICLE XIX

ACCRUAL OF BENEFITS

In case of the death of any 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 herein contained above.

ARTICLE XX

DISCIPLINE AND TRAINING

Section 1. No member 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. An Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided the Chief of Police is present at the time of inspection.

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

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

Section 5. Reasonable notice of available training sponsored or offered by Police Department shall be posted, along with a signup sheet, for Officers interested. Names of Officers requesting and Officers granted training will be posted on the roll call bulletin board.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Purpose

1. 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 this Agreement

and to resolve grievances as soon as possible so as to assure efficiency and promote Employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. 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.
3. Any grievance may be raised by any Employee or by the W.T.P.A.

B. Definition

Under this Agreement, the term "grievance" means any complaint, difference or dispute between the Township and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulations or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

C. 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.

Step One

(a) An aggrieved Employer or the W.T.P.A. shall institute action under the provisions hereof within ten (10) scheduled working days after the event giving rise to the grievance has occurred by filing his/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. An earnest effort shall be made to settle the differences between the aggrieved Employee and the Captain. Failure to file his/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 designee, shall review the matter and shall render a decision, in writing, within ten (10) working days after receipt of the grievance. Failure to render such written decision within 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 Employee or the W.T.P.A. may present the grievance in writing to the Chief of Police or his designated representative within five (5) calendar days from the determination by the Captain.

(b) The Chief or his representative shall review the matter and shall render a decision, in writing, within five (5) working days from the receipt of the grievance. Failure 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, then within five (5) working days following the determination of the Chief of Police, the matter may be submitted to the Director of Public Safety.
- (b) The Director of Public Safety shall review the matter and shall render a written decision, in writing, within fifteen (15) working days from the receipt of the grievance. Failure 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 through Steps One, Two and Three, the following procedure shall apply:

In the event that a grievance has not been resolved by Step Three, the Employee may within ten (10) working days following receipt by him of the determination of the Director of Public Safety, submit the matter to the Public Employment Relations Commission for binding arbitration. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other

issues may be submitted by either party. In the event that the Employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

- (a) An Arbitrator shall be selected pursuant to the Rules of Public Employment Relations Commission.
- (b) The Arbitrator shall be bound by the parameters of the grievance definition stated above in this Article XXI of this Agreement. 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. The Arbitrator, as a preliminary question shall decide whether he has jurisdiction to hear and decide the matter in dispute.
- (c) The decision of the Arbitrator shall be final and binding upon the parties.
- (d) The costs of the services of the Arbitrator shall be borne equally between the Township and the W.T.P.A. Any other expenses, including but not limited to the

presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XXII

OUTSIDE EMPLOYMENT

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

ARTICLE XXIII

STRIKE AND LOCKOUTS

Section 1. The WTPA and its Officers, agents and members, as well as the patrolman covered, hereby agrees 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 patrolman, 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) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

ARTICLE XXV

SUBSEQUENT LAWS AND APPLICABILITY

If any provisions of this Agreement, is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable statutes or Ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this item notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement. A 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 XXVI

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, 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.

The Township shall have the right to discontinue the permanent assignment of Police Officers to the Detective Bureau. All current 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 XXVII

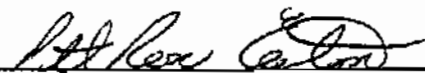
BENEFITS, GENERAL

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this 2th day of May, 1998.


For the Police Department:

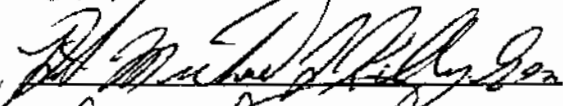
For the Township Committee:


Winslow Township Police
Association Representatives

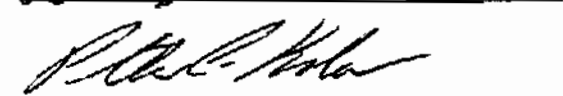

Sue Ann Metzner Mayor





Ronald C. Nunnemkamp, PMC
Township Clerk/Administrator








Director of Public Safety

ADDENDUM "A"

1997 SALARY SCHEDULE - INCUMBENTS

	<u>1/1/97</u>	<u>7/1/97</u>
Beginning		
2nd year	42,795	43,009
3rd year	46,016	46,246
4th year	46,332	46,564
5th year	46,646	46,879
6th year	47,339	47,575
7th year	47,694	47,933
8th year	48,048	48,288
9th year	48,379	48,621
10th year	48,707	48,950
11th year	49,062	49,307
12th year	49,415	49,662
13th year	49,731	49,980
14th year	50,047	50,297
15th year	50,362	50,614
16th year	50,676	50,929
17th year	50,991	51,246
18th year	51,306	51,563
19th year	51,692	51,950
20th year	52,077	52,337
21st year	52,467	52,730
22nd year	52,857	53,121
23rd year	55,870	56,150
24th year	56,287	56,569
25th year	56,710	56,993
26th year	57,130	57,416
27th year	57,559	57,847
28th year	57,988	58,278

ADDENDUM "B"

1998 SALARY SCHEDULE - INCUMBENTS

	<u>1/1/98</u>	<u>7/1/98</u>
Beginning		
2nd year	44,299	44,520
3rd year	47,633	47,871
4th year	47,961	48,201
5th year	48,285	48,526
6th year	49,002	49,247
7th year	49,371	49,618
8th year	49,737	49,986
9th year	50,080	50,330
10th year	50,419	50,671
11th year	50,786	51,040
12th year	51,152	51,408
13th year	51,479	51,736
14th year	51,806	52,065
15th year	52,132	52,393
16th year	52,457	52,719
17th year	52,783	53,047
18th year	53,110	53,376
19th year	53,509	53,777
20th year	53,907	54,177
21st year	54,312	54,583
22nd year	54,715	54,988
23rd year	57,835	58,124
24th year	58,266	58,557
25th year	58,703	58,997
26th year	59,138	59,434
27th year	59,582	59,880
28th year	60,026	60,326

ADDENDUM "C"

1999 SALARY SCHEDULE - INCUMBENTS

	<u>1/1/99</u>	<u>7/1/99</u>
Beginning		
2nd year	45,856	46,085
3rd year	49,307	49,554
4th year	49,647	49,895
5th year	49,982	50,232
6th year	50,724	50,978
7th year	51,107	51,363
8th year	51,486	51,743
9th year	51,840	52,099
10th year	52,191	52,452
11th year	52,571	52,834
12th year	52,950	53,215
13th year	53,288	53,554
14th year	53,627	53,895
15th year	53,965	54,235
16th year	54,300	54,571
17th year	54,638	54,911
18th year	54,977	55,252
19th year	55,390	55,667
20th year	55,802	56,081
21st year	56,220	56,501
22nd year	56,638	56,921
23rd year	59,867	60,166
24th year	60,314	60,616
25th year	60,767	61,071
26th year	61,217	61,523
27th year	61,676	61,984
28th year	62,136	62,447

Addendum "A-1"

1997 Salary Schedule for Detectives
Employed as of January 1, 1997

<u>Beginning Year</u>	<u>Detectives Appointed</u> <u>Prior 1/1/97</u>	
	<u>1/1/97</u>	<u>7/1/97</u>
1A	32,154	32,314
1B	N.A.	N.A.
1C	N.A.	N.A.
2	45,058	45,283
3	48,279	48,520
4	48,612	48,855
5	48,943	49,188
6	49,672	49,920
7	50,040	50,291
8	50,407	50,659
9	50,769	51,023
10	51,128	51,384
11	51,500	51,758
12	51,871	52,130
13	52,200	52,461
14	52,532	52,795
15	52,863	53,127
16	53,184	53,450
17	53,506	53,774
18	53,828	54,098
19	54,232	54,503
20	54,635	54,908
21	55,044	55,319
22	55,454	55,731
23	55,870	56,150
24	56,287	56,569
25	56,710	56,993
26	57,130	57,416
27	57,559	57,847
28	57,988	58,278

Addendum "B-1"

1998 Salary Schedule for Detectives
Employed as of January 1, 1998

<u>Beginning Year</u>	<u>Detectives Appointed</u> <u>Prior 1/1/97</u>	
	<u>1/1/98</u>	<u>7/1/98</u>
1A	33,283	33,449
1B	N.A.	N.A.
1C	N.A.	N.A.
2	46,641	46,874
3	49,976	50,226
4	50,321	50,573
5	50,664	50,917
6	51,418	51,675
7	51,800	52,059
8	52,179	52,440
9	52,554	52,816
10	52,926	53,190
11	53,311	53,577
12	53,694	53,962
13	54,035	54,305
14	54,379	54,651
15	54,721	54,994
16	55,054	55,329
17	55,387	55,664
18	55,721	56,000
19	56,138	56,419
20	56,555	56,838
21	56,979	57,263
22	57,403	57,690
23	57,835	58,124
24	58,266	58,557
25	58,703	58,997
26	59,138	59,434
27	59,582	59,880
28	60,026	60,326

Addendum "C-1"

1999 Salary Schedule for Detectives
Employed as of January 1, 1999

<u>Beginning Year</u>	<u>Detectives Appointed</u> <u>Prior 1/1/97</u>	
	<u>1/1/99</u>	<u>7/1/99</u>
1A	34,452	34,624
1B	N.A.	N.A.
1C	N.A.	N.A.
2	48,280	48,521
3	51,733	51,992
4	52,090	52,350
5	52,445	52,707
6	53,225	53,491
7	53,621	53,889
8	54,013	54,283
9	54,400	54,672
10	54,786	55,060
11	55,184	55,460
12	55,581	55,859
13	55,934	56,214
14	56,291	56,572
15	56,644	56,927
16	56,989	57,274
17	57,334	57,621
18	57,680	57,968
19	58,112	58,402
20	58,543	58,836
21	58,981	59,276
22	59,421	59,718
23	59,867	60,166
24	60,314	60,616
25	60,767	61,071
26	61,217	61,523
27	61,676	61,984
28	62,136	62,447

SCHEDULE "B"

MINIMUM BASIC ISSUE

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

1. Foul Weather Gear
 - A. Slush Boots
 - B. Rain Coat
 - C. Rain Cap Cover

2. Leather & Equipment
 - A. Shoes
 - B. Sam Browne Belt, Shoulder Strap and Cuff Case
 - C. Service Revolver
 - D. Black-Jack
 - E. Night-Stick and Holder
 - F. Name plate - two
 - G. Breast and Hat Badges - one of each
 - H. Wallet Badge
 - I. Handcuffs
 - J. Holster

3. Riot Gear
 - A. Riot Stick
 - B. Gas Mask
 - C. Helmet & Visor
 - D. Uniform - Class "C" - Pants, Shirt, jacket
 - E. Boots
 - F. Class "C" Cap

4. Uniforms
 - A. Winter - Class "A" Cap Standard
 1. Uniform Caps - One complete with chinstrap and visor strap
 2. Blouse Coat - one
 3. Winter Gloves

 - B. Winter - Class "B" Cap Standard
 1. Jacket - "255" Complete with Two Liners
 2. Long Sleeved Shirts - six
 3. Neckties - break away - six
 4. Winter - weight - trousers - four
 5. Helmet - one

- C. Summer - Class "A" Cap Standard
 - 1. Uniform Blouse - to be worn with summer long sleeved shirt and tie - leather on outside of blouse.
 - 2. Trousers - winter weight
- D. Summer - Class "B" Cap Standard
 - 1. Summer - weight trousers - three
 - 2. Shirts - short sleeve - five
- E. And as further amended and in standard operation at the time of the signing of this Agreement. (Refer to S.O.P.'s)

The parties agree to subsequently revise this "minimum basic issue" schedule consistent with actual practices within the Department, which revised schedule will be annexed to the Collective Bargaining Agreement within 60 days of the formal execution of the Agreement.

EXHIBIT "A"

EQUITABLE DISTRIBUTION OF OVERTIME POLICY

The parties agree that Arbitrator Robert Glasson shall issue an award relating to the "Equitable Distribution of Overtime" Policy after reviewing the proposed submissions of the Police Officers Association and the Township of Winslow along with any briefs or letter memoranda prepared by the parties regarding their respective proposals. The Arbitrator's Award shall be binding on the parties and shall be incorporated as a new "Exhibit A" annexed to the Collective Bargaining Agreement between the Winslow Township Police Officers Association and the Township of Winslow."

(agreem\patr-det.97)
04/01/98

**A RESOLUTION AUTHORIZING EXECUTION
OF AN AGREEMENT BETWEEN THE
TOWNSHIP OF WINSLOW AND THE
WINSLOW TOWNSHIP POLICE ASSOCIATION**

WHEREAS, the Township of Winslow (the "Township") pursuant to the provisions of the New Jersey Public Employer Relations Act has negotiated with representatives of the Winslow Township Police Association, representing Patrolmen and Detectives employed at the Winslow Township Police Department; and

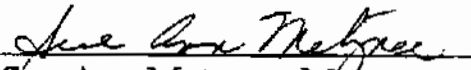
WHEREAS, a mutually satisfactory agreement has been reached for the period beginning January 1, 1997 and ending December 31, 1999, and


WHEREAS, said Agreement has been ratified by the membership of the Winslow Township Police Association.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Winslow that the Mayor, Township Clerk/Administrator and Director of Public Safety of the Township of Winslow be and are hereby

authorized and directed to execute an Agreement between the Township of Winslow and the Winslow Township Police Association, a copy of which Agreement is made a part of this Resolution by reference.

ADOPTED: APR 28 1998


Sue Ann Metzner, Mayor
Township of Winslow


Ronald C. Nunnenkamp, RMC, CPM
Township Clerk/Administrator
Township of Winslow

CAWINSLOWWPDOCS\RESOLUTTPOLAGREE.WPD
mob